

**Exhibit 3**

**THIRD AMENDED AND RESTATED RMBS TRUST SETTLEMENT AGREEMENT**

This THIRD Amended and Restated RMBS Trust Settlement Agreement is entered into as of September 20, 2012, by and between Residential Capital, LLC (“ResCap LLC”) and its direct and indirect subsidiaries (collectively, “ResCap” or the “Debtors”), on the one hand, and the Institutional Investors (as defined below), on the other hand (the “Settlement Agreement”), and amends and restates in its entirety the Second Amended RMBS Trust Settlement Agreement entered into as of September 17, 2012, by and between ResCap, on the one hand, and the Institutional Investors, on the other hand. Each of ResCap and the Institutional Investors may be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, certain ResCap entities were the Seller, Depositor, Servicer and/or Master Servicer for the securitizations identified on the attached Exhibit A (the “Settlement Trusts”);

WHEREAS, certain ResCap entities are parties to certain applicable Pooling and Servicing Agreements, Assignment and Assumption Agreements, Indentures, Mortgage Loan Purchase Agreements and/or other agreements governing the Settlement Trusts (the “Governing Agreements”), and certain ResCap entities have, at times, acted as Master Servicer and/or Servicer for the Settlement Trusts pursuant to certain of the Governing Agreements;

WHEREAS, pursuant to the Governing Agreements, certain ResCap entities have contributed or sold loans into the Settlement Trusts (the “Mortgage Loans”);

WHEREAS, the Institutional Investors have alleged that certain loans held by the Settlement Trusts were originally contributed in breach of representations and warranties contained in the Governing Agreements, allowing the Investors in such Settlement Trusts to seek to compel the trustee or indenture trustee (each, a “Trustee”) to take certain actions with respect to those loans, and further have asserted past and continuing covenant breaches and defaults by various ResCap entities under the Governing Agreements;

WHEREAS, the Institutional Investors have indicated their intent under the Governing Agreements for each Settlement Trust in which the Institutional Investors collectively hold or are authorized investment managers for holders of at least 25% of a particular tranche of the Securities (as defined below) held by such Settlement Trust either to seek action by the Trustee for such Settlement Trust or to pursue claims, including but not limited to claims to compel ResCap to cure the alleged breaches of representations and warranties, and ResCap disputes such claims and allegations of breach and waives no rights, and preserves all of its defenses, with respect to such allegations and putative cure requirements;

WHEREAS, the Institutional Investors are jointly represented by Talcott Franklin P.C. (“Talcott Franklin”); Miller, Johnson, Snell & Cummiskey, P.L.C. (“Miller Johnson”); and Carter Ledyard & Milburn LLP (“Carter Ledyard”) and have, through counsel, engaged in arm’s length settlement negotiations with ResCap that included the exchange of confidential materials;

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WHEREAS, ResCap filed petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, ResCap and the Institutional Investors have reached agreement concerning all claims of the Settlement Trusts under the Governing Agreements; and

WHEREAS, the Parties therefore enter into this Settlement Agreement to set forth their mutual understandings and agreements for terms for resolving the disputes regarding the Governing Agreements:

**AGREEMENT**

NOW, THEREFORE, after good faith, arm’s length negotiations without collusion, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms:

**ARTICLE I. DEFINITIONS.**

As used in this Settlement Agreement, in addition to the terms otherwise defined herein, the following terms shall have the meanings set forth below (the definitions to be applicable to both the singular and the plural forms of each term defined if both forms of such term are used in this Settlement Agreement). Any capitalized terms not defined in this Settlement Agreement shall have the definition given to them in the Governing Agreements.

Section 1.01 “Bankruptcy Code” shall mean title 11 of the United States Code.

Section 1.02 “Covered Trusts” means the Settlement Trusts listed in Exhibit D hereto and any other Settlement Trusts for which the Institutional Investors in the aggregate hold, and/or are authorized investment managers for holders of, 25% or more of the voting rights in one or more classes of notes, bonds and/or certificates backed by mortgage loans held by the Trusts.

Section 1.03 “Depositor Entity” means, for each individual Settlement Trust, the entity from the following list that the Governing Agreements define as the “Company” for that Settlement Trust, including but not limited to: Residential Funding Mortgage Securities I, Inc., Residential Funding Mortgage Securities II, Inc., Residential Asset Securities Corp., Residential Accredited Loans, Inc., and Residential Asset Mortgage Products, Inc.

Section 1.04 “Direction” shall mean the direction by the Institutional Investors, to the extent permitted by the Governing Agreements, directing any Trustee to take or refrain from taking any action; *provided, however*, that in no event shall the Institutional Investors be required to provide a Trustee with any security or indemnity for action or inaction taken at the direction of the Institutional Investors and the Institutional Investors shall not be required to directly or indirectly incur any costs, fees, or expenses to compel any action or inaction by a Trustee, except that the Institutional Investors shall continue to retain contingency counsel.

Section 1.05 “Effective Date” shall have the meaning ascribed in Section 2.01.

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Section 1.06 “Governmental Authority” shall mean any United States or foreign government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to the foregoing, or any other authority, agency, department, board, commission, or instrumentality of the United States, any State of the United States or any political subdivision thereof or any foreign jurisdiction, and any court, tribunal, or arbitrator(s) of competent jurisdiction, and any United States or foreign governmental or non-governmental self-regulatory organization, agency, or authority (including the New York Stock Exchange, Nasdaq, and the Financial Industry Regulatory Authority).

Section 1.07 “Institutional Investors” shall mean the authorized investment managers and Investors identified in the attached signature pages.

Section 1.08 “Investors” shall mean all certificateholders, bondholders and noteholders in the Settlement Trusts, and their successors in interest, assigns, pledgees, and/or transferees.

Section 1.09 “Net Losses” means, with respect to any Settlement Trust, the amount of net losses for such Settlement Trust that have been or are estimated to be borne by that trust from its inception date to its expected date of termination, as determined by the Expert (as defined in Exhibit B) in accordance with the methodology described in Exhibit B. For the avoidance of doubt, a loss on a mortgage loan that has been reimbursed or indemnified by reason of applicable policies of mortgage or bond insurance shall be considered a loss on a mortgage loan and included within the calculation of “Net Losses.”

Section 1.10 “Person” shall mean any individual, corporation, company, partnership, limited liability company, joint venture, association, trust, or other entity, including a Governmental Authority.

Section 1.11 “Petition Date” means the date on which ResCap files petitions under chapter 11 of the Bankruptcy Code.

Section 1.12 “Plan” shall mean a chapter 11 plan of reorganization for the Debtors.

Section 1.13 “Purchaser” means Nationstar Mortgage LLC or any other successful bidder for any or all of the Debtors’ mortgage loan origination and servicing platform.

Section 1.14 “Scheduling Order” shall mean the Revised Joint Omnibus Scheduling Order and Provisions for Other Relief Regarding (I) Debtors’ Motion Pursuant to Fed. R. Bankr. P. 9019 for Approval of RMBS Trust Settlement Agreements, and (II) the Trustees’ Limited Objection to the Sale Motion, entered by the Bankruptcy Court on July 31, 2012.

Section 1.15 “Securities” shall mean securities, notes, bonds, certificates, and/or other instruments backed by mortgage loans held by Settlement Trusts.

Section 1.16 “Seller Entity” means, for each Settlement Trust, the entity from the following list that the Governing Agreements define as the “Seller” for that Trust, including but

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not limited to: Residential Funding Company LLC (f/k/a Residential Funding Corporation) and GMAC Mortgage LLC (f/k/a GMAC Mortgage Corporation).

**ARTICLE II. SETTLEMENT PROCESS.**

Section 2.01 Effective Date. This Settlement Agreement shall be effective immediately except as to the granting of allowed claims to the Accepting Trusts (as defined below in Section 5.01) and the releases set forth herein. The claims allowance and releases shall only be effective, with respect to a specific Accepting Trust on the date on which a Trustee accepts the settlement with respect to such Settlement Trust (the "Effective Date"). However, for the sake of clarity, the Debtors' obligations hereunder are subject to the approval of this Settlement Agreement by the Court.

Section 2.02 Bankruptcy Court Approval. The Debtors (a) orally presented this Settlement Agreement in court on the Petition Date, including the agreed amount of the Total Allowed Claim (as defined below in Section 5.01), and (b) shall comply with the schedule for the approval of this Settlement Agreement set forth in the Scheduling Order. The Trustee for each Settlement Trust may accept the offer of a compromise contemplated by this Settlement Agreement on behalf of such Settlement Trust, within the time set forth in the Scheduling Order, by a writing substantially in the form of acceptance included in the proposed order for approval of this Settlement Agreement to be submitted to the Bankruptcy Court.

Section 2.03 Standing. The Debtors agree that the Institutional Investors are parties in interest in the chapter 11 cases of ResCap for the purposes of enforcing rights and complying with obligations under this Settlement Agreement. The Parties further agree that they will not oppose any effort of the Institutional Investors or any other Investor(s) in seeking status as a party in interest in the Chapter 11 Cases.

**ARTICLE III. REPRESENTATIONS AND WARRANTIES.**

Section 3.01 Holdings and Authority. As of August 15, 2012, lead counsel to the Institutional Investors has represented to ResCap that the Institutional Investors hold Securities representing in aggregate 25% of the voting rights in one or more classes of the Securities issued by each of the Settlement Trusts identified on the attached Exhibit D. Each Institutional Investor represents that (i) it has the authority to take the actions contemplated by this Settlement Agreement, to the extent that it has the authority with respect to any other entities, account holders, or accounts for which or on behalf of which it is signing this Settlement Agreement, and (ii) it holds, or is the authorized investment manager for the holders of, the Securities listed in Exhibit D hereto, in the respective amounts set forth therein by CUSIP number, that such schedule was accurate as of the date set forth for the respective institution, and that since the date set forth for the Institutional Investor, the Institutional Investor has not, in the aggregate, materially decreased the Institutional Investor's holdings in the Securities. The Parties agree that the aggregate amounts of Securities collectively held by the Institutional Investors for each Settlement Trust may be disclosed publicly, but that the individual holdings of the Institutional Investors shall remain confidential, subject to review only by ResCap, the Bankruptcy Court, the Office of the United States Trustee, the Trustees, and the official committee of unsecured creditors appointed in the Chapter 11 Cases.

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Section 3.02 Holdings Retention. As of August 15, 2012, the Institutional Investors hold Securities representing in aggregate 25% of the voting rights in one or more classes of the Securities issued by each of the Settlement Trusts identified on the attached Exhibit D. The Institutional Investors, collectively, shall maintain holdings aggregating 25% of the voting rights in one or more classes of Securities of not less than 80% of the Covered Trusts (“Requisite Holdings”) until the earliest of: (i) confirmation of a plan of reorganization, (ii) December 31, 2012, (iii) a Consenting Claimant Termination Event, or (iv) a Debtor Termination Event (as the terms in subsections (iii) and (iv) were defined in the plan support agreement agreed to by the Parties); *provided, however*, that any reduction in Requisite Holdings caused by exclusion of one or more trusts due to the exercise of voting rights by a third party guarantor or financial guaranty provider, shall not be considered in determining whether the Requisite Holdings threshold has been met. If the Requisite Holdings are not maintained, ResCap shall have the right to terminate the Settlement Agreement, but ResCap shall not terminate the Settlement Agreement before it has conferred in good faith with the Institutional Investors concerning whether termination is warranted. For the avoidance of doubt, other than as set forth above, this Settlement Agreement shall not restrict the right of any Institutional Investor to sell or exchange any Securities issued by a Settlement Trust free and clear of any encumbrance. The Institutional Investors will not sell any of the Securities for the purpose of avoiding their obligations under this Settlement Agreement, and each Institutional Investor commits to maintain at least one position in one of the Securities in one of the Settlement Trusts until the earliest of the dates set forth above. If the Debtor reaches a similar agreement to this with another bondholder group, the Debtor will include a substantially similar proportionate holdings requirement in that agreement as contained herein.

**ARTICLE IV. DIRECTION TO TRUSTEES AND INDENTURE TRUSTEES.**

Section 4.01 Direction to Trustees and Indenture Trustees. The relevant Institutional Investors for each Settlement Trust shall, by the time of the filing of a motion to approve this Settlement Agreement, provide the relevant Trustee with Direction to accept the settlement and compromises set forth herein. The Institutional Investors hereby agree to confer in good faith with ResCap as to any further or other Direction that may be reasonably necessary to effectuate the settlement contemplated herein, including filing motions and pleadings with the Bankruptcy Court and making statements in open court in support of the Debtors’ restructuring.

Section 4.02 No Inconsistent Directions. Except for providing Directions in accordance with Section 4.01, the Institutional Investors agree that (i) between the date hereof and the Effective Date, with respect to the Securities issued by the Settlement Trusts, they will not, individually or collectively, direct, vote for, or take any other action that they may have the right or the option to take under the Governing Agreements or to join with any other Investors or the Trustee of any note, bond or other security issued by the Settlement Trusts, to cause the Trustees to enforce (or seek derivatively to enforce) any representations and warranties regarding the Mortgage Loans or the servicing of the Mortgage Loans, and (ii) to the extent that any of the Institutional Investors have already taken any such action, the applicable Institutional Investor will promptly rescind or terminate such action. Nothing in the foregoing shall restrict the ability of the Institutional Investors to demand that any Investor who seeks to direct the Trustee for a Settlement Trust post any indemnity or bond required by the Governing Agreements for the applicable Settlement Trust.

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Section 4.03 Amendments to Governing Agreements Regarding Financing of Advances. The Institutional Investors agree to use commercially reasonable efforts (which shall not require the giving of any indemnity or other payment obligation or expenditure of out-of-pocket funds) to negotiate any request by the Debtors or the Trustees for any Settlement Trusts with respect to which the servicing rights are being assumed and assigned to the Purchaser, and if any Trustee shall require a vote of the certificate or note holders with respect thereto, shall vote in favor of (to the extent agreement is reached) any amendment to the relevant Governing Agreements and related documents requested by the Debtors in order to permit "Advances" (as it or any similar term may be defined in the Governing Agreements) to be financeable and to make such other amendments thereto as may be reasonably requested by the Debtors in accordance with any agreement to acquire all or substantially all of the Debtors' servicing assets, so long as such changes would not cause material financial detriment to the Settlement Trusts, their respective trustees, certificate or note holders, or the Institutional Investors.

**ARTICLE V. ALLOWANCE OF CLAIM.**

Section 5.01 The Allowed Claim. ResCap hereby makes an irrevocable offer to settle, expiring at 5:00 p.m. prevailing New York time on the date that is set forth in the Scheduling Order, with each of the Settlement Trusts (the Settlement Trusts that timely agree to the terms of this Settlement Agreement being the "Accepting Trusts"). In consideration for such agreement, ResCap will provide a general unsecured claim of \$8,700,000,000 in the aggregate against the Seller Entities and the Depositor Entities (as the Depositor Entities are jointly liable for such claim) (the "Total Allowed Claim"), all of which shall be allocated and implemented as provided in Section 6.01. For the avoidance of doubt, the Total Allowed Claim shall be allocated among the Accepting Trusts, subject to the provisions of this Settlement Agreement. Subject to the provisions of this Settlement Agreement, the Accepting Trusts shall be allowed an aggregate claim in an amount calculated as set forth below (the "Allowed Claim"), which aggregate claim shall be allocated to each Accepting Trust pursuant to Article VI herein. The amount of the Allowed Claim shall equal (i) \$8,700,000,000, less (ii) \$8,700,000,000 multiplied by the percentage represented by (a) the total dollar amount of original principal balance for the Settlement Trusts not accepting the offer outlined above, divided by (b) the total dollar amount of original principal balance for all Settlement Trusts.

Section 5.02 Waiver of Setoff and Recoupment. By accepting the offer to settle contained in Section 5.01, each Accepting Trust irrevocably waives any right to setoff and/or recoupment such Accepting Trust may have against ResCap, except that such right, if any, shall be preserved with respect to claims, described in Section 8.02 hereof, that are not released or waived under Article VII hereof.

**ARTICLE VI. ALLOCATION OF ALLOWED CLAIM.**

Section 6.01 The Allocation of the Allowed Claim. Each Accepting Trust shall be allocated a share of the Allowed Claim against its Seller Entity and its Depositor Entity (the "Allocated Claim"), calculated as set forth on Exhibit B hereto, for which such Seller Entity and Depositor Entity are jointly liable.

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Section 6.02 In the event the Bankruptcy Court does not approve the Allowed Claim as to a particular Seller Entity or Depositor Entity, the settlement shall remain in full force with respect to any other Seller Entity or Depositor Entity, as applicable; *provided, however*, that if the Allowed Claim in the amounts proposed herein is not approved as to any of the Seller Entities or Depositor Entities, the Institutional Investors shall have the right to terminate this Settlement Agreement upon written notice to the Debtors; *provided, further*, that in the event that the Bankruptcy Court does not approve the Allowed Claim as to a particular Seller Entity or Depositor Entity, that particular Seller Entity or Depositor Entity shall not receive any release, waiver, or discharge of any Released Claims pursuant to Article VII.

Section 6.03 Legal Fees.

- (a) ResCap and the Institutional Investors agree that Talcott Franklin, Miller Johnson, and Carter Leydard shall, on the Effective Date, be allocated legal fees as follows, as an integrated and nonseverable part of this Settlement Agreement. First, Talcott Franklin, Miller Johnson, and Carter Leydard, as counsel to the Institutional Investors, shall be allocated by ResCap without conveyance to the Trustees the percentages of the Allowed Claim set forth on the fee schedule attached hereto as Exhibit C, without requirement of submitting any form of estate retention or fee application, for their work relating to these cases and the settlement. Second, the Debtors and Institutional Investors may further agree at any time, that the Debtors may pay Talcott Franklin, Miller Johnson, and Carter Leydard in cash, in an amount that Talcott Franklin, Miller Johnson, and Carter Leydard respectively agree is equal to the cash value of their respective portions of the Allowed Claim, and in any such event, no estate retention application, fee application or further order of the Bankruptcy Court shall be required as a condition of the Debtors making such agreed allocation. Third, the Debtors agree and the settlement approval order shall provide that the amount of the Allowed Claim payable to Talcott Franklin, Miller Johnson, and Carter Leydard may be reduced to a separate claim stipulation for convenience of the parties.
- (b) In the event that, prior to acceptance of this compromise by a Trustee for a Settlement Trust other than a Covered Trust, counsel to Investors in such Settlement Trust cause a direction to be given by more than 25% of the holders of a tranche of such Settlement Trust to accept this compromise, then the same provisions as contained in Section 6.02(a) shall apply to such counsel, solely as to the amounts allocated to such Settlement Trust. Such counsel shall be entitled to a share of the fee for such trust equal to the ratio of (a) 25% minus the percentage of such tranche held by Institutional Investors divided by (b) 25%. Counsel would be required to identify itself and satisfy the Debtors and Institutional Investors as to the holdings of client-investors and that counsel caused such directions.

ARTICLE VII. RELEASES.

Section 7.01 Releases. Except as set forth in Article VIII, as of the Effective Date, with respect to each and every Accepting Trust, and in exchange for the Allowed Claim, the Institutional Investors, Accepting Trusts, Trustees in respect of such trusts, and any Persons claiming by, through or on behalf of such Accepting Trust or the Trustees of such trusts



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(including Investors claiming derivatively) (collectively, the “Releasors”), irrevocably and unconditionally grant a full, final, and complete release, waiver, and discharge of all alleged or actual claims, demands to repurchase, demands to cure, demands to substitute, counterclaims, defenses, rights of setoff, rights of rescission, liens, disputes, liabilities, losses, debts, costs, expenses, obligations, demands, claims for accountings or audits, alleged events of default, damages, rights, and causes of action of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, in contract, tort, or otherwise, secured or unsecured, accrued or unaccrued, whether direct or derivative, arising under law or equity (collectively, “Claims”), against the Debtors (with the exception of ResCap LLC as set forth in the last sentence of this Section 7.01) and their current and former officers, directors, and employees (but in no case does this section apply to Ally Financial Inc. (“AFI”) or any person who is an officer or director of AFI) that arise under the Governing Agreements. Such released claims include, but are not limited to, claims arising out of and/or relating to (i) the origination and sale of mortgage loans to the Accepting Trusts (including, without limitation, the liability of any Debtors that are party to a Pooling and Servicing Agreement with respect to representations and warranties made in connection with such sale or with respect to the noticing and enforcement of any remedies in respect of alleged breaches of such representations and warranties) (collectively, the “Origination-Related Provisions”), (ii) the documentation of the Mortgage Loans held by the Accepting Trusts including with respect to allegedly defective, incomplete, or non-existent documentation, as well as issues arising out of or relating to recordation, title, assignment, or any other matter relating to legal enforceability of a Mortgage or Mortgage Note, or any alleged failure to provide notice of such defective, incomplete or non-existent documentation, (iii) the servicing of the Mortgage Loans held by the Accepting Trusts (including any claim relating to the timing of collection efforts or foreclosure efforts, loss mitigation, transfers to subservicers, advances or servicing advances) (the “Servicing Claims”), but only to the extent assumed pursuant to Section 365 of the Bankruptcy Code by an assignee to the applicable Debtor in its capacity as Master Servicer or Servicer under any Governing Agreement (the “Assumed Servicing Claims”), (iv) any duty of a debtor as master servicer, servicer or sub-servicer to notice and enforce remedies in respect of alleged breaches of representations and warranties (together with the Assumed Servicing Claims, the “Released Servicing Claims”), (v) setoff or recoupment under the Governing Agreements against ResCap with respect to the Origination-Related Provisions or the Released Servicing Claims, and (vi) any loan seller that either sold loans to ResCap or AFI that were sold and transferred to such Accepting Trust or sold loans directly to such Accepting Trust, in all cases prior to the Petition Date (collectively, all such claims being defined as the “Released Claims”). For the avoidance of doubt, this release does not include individual direct claims for securities fraud or other disclosure-related claims arising from the purchase or sale of Securities. Notwithstanding any provision of this Section 7.01, the Releasors do not release, waive, or discharge any Claims against ResCap LLC.

**Section 7.02 Release of Claims Against Investors, Accepting Trusts, and Trustees.** Except as set forth in Article VIII, as of the Effective Date, ResCap irrevocably and unconditionally grants to the Accepting Trusts, Trustees in respect of such trusts, and Investors in such trusts, as well as such Accepting Trusts’, Trustees’ and Investors’ respective officers, directors, and employees, a full final, and complete release, waiver, and discharge of all alleged or actual claims from any claim it may have under or arising out of the Governing Agreements.

Section 7.03 Agreement Not to Pursue Relief from the Stay. The Institutional Investors agree that neither they nor their successors in interest, assigns, pledges, delegates, affiliates, subsidiaries, and/or transferees, will seek relief from the automatic stay imposed by section 362 of the Bankruptcy Code in order to institute, continue or otherwise prosecute any action relating to the Released Claims; provided, however, nothing contained herein shall preclude the Institutional Investors or their advised clients from seeking any such relief with respect to direct claims for securities fraud or other disclosure-related claims arising from the purchase or sale of Securities. ResCap reserves its rights and defenses therewith.

Section 7.04 Inclusion of Accepting Trusts and Trustees in Plan Release and Exculpation Provisions. The Accepting Trusts and the Trustees in respect of any such Accepting Trust and their respective counsel shall be entitled to the benefit of any releases and plan exculpation provisions, if any, included in the Plan, which provisions shall be no less favorable than the releases and plan exculpation provisions extended to similarly situated creditors or parties in interest who are parties to any plan support agreement with ResCap.

#### ARTICLE VIII. CLAIMS NOT RELEASED

Section 8.01 ResCap LLC Claim. ResCap LLC does not concede or admit fault for any liability under the Governing Agreements. Without any limitation on the foregoing, each Accepting Trust shall be entitled to file a proof of claim against ResCap LLC for claims, if any, arising under the Governing Agreements (any such claim is hereinafter referred to as a “ResCap LLC Claim”). Nothing contained herein shall be deemed to establish the validity or amount of any ResCap LLC Claim, which shall remain subject to objections in all respects in accordance with the Federal Rules of Bankruptcy Procedure. Notwithstanding the foregoing, the allowed amount of any ResCap LLC Claim shall not exceed such Accepting Trust’s Allocated Claim; provided that any recovery on any such allowed ResCap LLC Claim shall be reduced by any amount paid by any Seller Entity or Depositor Entity on account of the Accepting Trust’s Allocated Claim. Subject to the provisions of this Agreement, the Accepting Trusts expressly reserve all rights regarding the validity and amount of any ResCap LLC Claim.

Section 8.02 Administration of the Mortgage Loans. The releases and waivers in Article VII herein do not include: (i) claims that first arise after the Effective Date and are based in whole or in part on any actions, inactions, or practices of the Master Servicer, Servicer, or Subservicer as to the servicing of the Mortgage Loans held by the Accepting Trusts, and (ii) any Servicing Claim that is not an Assumed Servicing Claim and for which the Court finds a cure or rejection claim exists pursuant to Section 365 of the Bankruptcy Code (it being understood that such cure or rejection claims, if any, are not intended to be affected by such releases and waivers).

Section 8.03 Financial-Guaranty Provider Rights and Obligations. To the extent that any third party guarantor or financial-guaranty provider with respect to any Settlement Trust has rights or obligations independent of the rights or obligations of the Investors, the Trustees, or the Settlement Trusts, the releases and waivers in Article VII are not intended to and shall not release such rights.

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Section 8.04 Settlement Agreement Rights. The Parties do not release or waive any rights or claims against each other to enforce the terms of this Settlement Agreement or the Allowed Claim.

Section 8.05 Disclosure Claims. The releases and waivers in Article VII do not include any claims based on improper disclosures under federal or state securities law.

Section 8.06 Reservation of Rights. Notwithstanding anything in this Settlement Agreement to the contrary, the Institutional Investors have not waived their right to file an objection to a motion of the holders of the ResCap 9 5/8% bonds requesting payment of any interest on account of their ResCap 9 5/8% bond claims that may be due and owing after the Petition Date.

**ARTICLE IX. RELEASE OF UNKNOWN CLAIMS.**

Each of the Parties acknowledges that it has been advised by its attorneys concerning, and is familiar with, California Civil Code Section 1542 and expressly waives any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to the provisions of the California Civil Code Section 1542, including that provision itself, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Parties acknowledge that inclusion of the provisions of this Article IX to this Settlement Agreement was a material and separately bargained for element of this Settlement Agreement.

**ARTICLE X. OTHER PROVISIONS**

Section 10.01 Voluntary Agreement. Each Party acknowledges that it has read all of the terms of this Settlement Agreement, has had an opportunity to consult with counsel of its own choosing or voluntarily waived such right and enters into this Settlement Agreement voluntarily and without duress.

Section 10.02 No Admission of Breach or Wrongdoing. ResCap has denied and continues to deny any breach, fault, liability, or wrongdoing. This denial includes, but is not limited to, breaches of representations and warranties, violations of state or federal securities laws, and other claims sounding in contract or tort in connection with any securitizations, including those for which ResCap was the Seller, Servicer and/or Master Servicer. Neither this Settlement Agreement, whether or not consummated, any proceedings relating to this Settlement Agreement, nor any of the terms of the Settlement Agreement, whether or not consummated, shall be construed as, or deemed to be evidence of, an admission or concession on the part of ResCap with respect to any claim or of any breach, liability, fault, wrongdoing, or damage

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whatsoever, or with respect to any infirmity in any defense that ResCap has or could have asserted.

Section 10.03 No Admission Regarding Claim Status. ResCap expressly states that in the event this Settlement Agreement is not consummated or is terminated prior to the Effective Date, then neither this Settlement Agreement, nor any proceedings relating to this Settlement Agreement, nor any of the terms of the Settlement Agreement, shall be construed as, or deemed to be evidence of, an admission or concession on the part of ResCap that any claims asserted by the Institutional Investors are not contingent, unliquidated or disputed. The Institutional Investors expressly state that in the event this Settlement Agreement is not consummated or is terminated prior to the Effective Date, neither this Settlement Agreement, nor any proceedings relating to this Settlement Agreement, nor any of the terms of the Settlement Agreement, shall be construed as, or deemed to be evidence of, an admission or concession on the part of the Institutional Investors that any claims asserted by the Institutional Investors and Trustees are not limited to the amounts set forth in this Settlement Agreement or are of any particular priority.

Section 10.04 Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Settlement Agreement. Delivery of a signature page to this Settlement Agreement by facsimile or other electronic means shall be effective as delivery of the original signature page to this Settlement Agreement.

Section 10.05 Joint Drafting. This Settlement Agreement shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Settlement Agreement, no provision shall be construed and interpreted for or against any of the Parties because such provision or any other provision of the Settlement Agreement as a whole is purportedly prepared or requested by such Party.

Section 10.06 Entire Agreement. This document contains the entire agreement between the Parties, and may only be modified, altered, amended, or supplemented in writing signed by the Parties or their duly appointed agents. All prior agreements and understandings between the Parties concerning the subject matter hereof are superseded by the terms of this Settlement Agreement.

Section 10.07 Specific Performance. It is understood that money damages are not a sufficient remedy for any breach of this Settlement Agreement, and the Parties shall have the right, in addition to any other rights and remedies contained herein, to seek specific performance, injunctive, or other equitable relief from the Bankruptcy Court as a remedy for any such breach. The Parties hereby agree that specific performance shall be their only remedy for any violation of this Agreement.

Section 10.08 Authority. Each Party represents and warrants that each Person who executes this Settlement Agreement on its behalf is duly authorized to execute this Settlement Agreement on behalf of the respective Party, and that such Party has full knowledge of and has consented to this Settlement Agreement.

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Section 10.09 No Third Party Beneficiaries. There are no third party beneficiaries of this Settlement Agreement.

Section 10.10 Headings. The headings of all sections of this Settlement Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

Section 10.11 Notices. All notices or demands given or made by one Party to the other relating to this Settlement Agreement shall be in writing and either personally served or sent by registered or certified mail, postage paid, return receipt requested, overnight delivery service, or by electronic mail transmission, and shall be deemed to be given for purposes of this Settlement Agreement on the earlier of the date of actual receipt or three days after the deposit thereof in the mail or the electronic transmission of the message. Unless a different or additional address for subsequent notices is specified in a notice sent or delivered in accordance with this Section, such notices or demands shall be sent as follows:

To: Institutional Investors  
c/o Talcott Franklin P.C.  
208 N. Market Street  
Suite 200  
Dallas, TX 75202  
Tel: 214-736-8730  
Email: tal@talcottfranklin.com  
-and-  
Miller, Johnson, Snell & Cumiskey, P.L.C.  
250 Monroe Avenue NW  
Suite 800  
P.O. Box 306  
Grand Rapids, MI 49501-0306  
Tel: 618-831-1748  
Email: sarbt@millerjohnson.com  
-and-  
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To: ResCap  
c/o Gary S. Lee  
Jamie A. Levitt  
Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, NY 10104  
Tel: 212-468-8000

Email: glee@mofo.com  
jlevitt@mofo.com

Section 10.12 Disputes. This Settlement Agreement, and any disputes arising under or in connection with this Settlement Agreement, are to be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of laws principles thereof. Further, by its execution and delivery of this Settlement Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees that the United States District Court for the Southern District of New York shall have jurisdiction to enforce this Settlement Agreement, *provided, however*, that, upon commencement of the Chapter 11 Cases, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Settlement Agreement.

Section 10.13 The Parties have agreed to include the following statement in the proposed order attached to the Debtors' motion to approve this Settlement Agreement: "Nothing contained in the RMBS Trust Settlement Agreement, the order approving the RMBS Trust Settlement Agreement, and any associated expert reports, including exhibits, schedules, declarations, and other documents attached thereto or referenced therein, or in any declarations, pleadings, or other documents or evidence submitted to, or filed in, the Bankruptcy Court in connection therewith, shall be construed as an admission of, or to prejudice in any way, Ally Financial Inc. and its non-Debtor direct and indirect subsidiaries and affiliates (collectively, "Ally") and may not be used as evidence against Ally in any court proceeding."

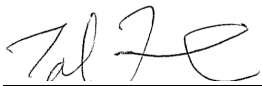
Section 10.14 Notwithstanding anything to the contrary in this Settlement Agreement, nothing herein is intended to or shall be deemed to amend any of the Governing Agreements for any Settlement Trust.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**EXECUTION COPY**

Dated the 21<sup>st</sup> day of September, 2012.

Talcott Franklin P.C. on behalf of the  
Institutional Investors

Signature: 

Name: Talcott F. Franklin

Title: Partner

**EXECUTION COPY**

Dated the 21<sup>st</sup> day of September, 2012.

Residential Capital, LLC  
for itself and its direct and indirect subsidiaries

Signature: Tammy Hamzelpour

Name: Tammy Hamzelpour

Title: General Counsel



**EXECUTION COPY**

**EXHIBIT A**

**TRUSTS**

**Exhibit A- Trusts**

<b>Deal Name</b>	<b>Original Issue Balance (in Thousands)</b>	<b>Deal Name</b>	<b>Original Issue Balance (in Thousands)</b>
2004-AR1	635.0	2004-QS12	424.3
2004-AR2	510.1	2004-QS13	129.2
2004-GH1	224.1	2004-QS14	212.9
2004-HE1	1,292.3	2004-QS15	213.7
2004-HE2	711.5	2004-QS16	534.7
2004-HE3	977.3	2004-QS2	292.3
2004-HE4	1,018.0	2004-QS3	207.8
2004-HE5	700.0	2004-QS4	320.6
2004-HI1	235.0	2004-QS5	293.7
2004-HI2	275.0	2004-QS6	156.5
2004-HI3	220.0	2004-QS7	449.2
2004-HLTV1	175.0	2004-QS8	271.0
2004-HS1	477.1	2004-QS9	105.1
2004-HS2	604.1	2004-RP1	199.5
2004-HS3	284.0	2004-RS1	1,400.0
2004-J1	401.0	2004-RS10	1,250.0
2004-J2	400.6	2004-RS11	925.0
2004-J3	350.0	2004-RS12	975.0
2004-J4	600.1	2004-RS2	875.0
2004-J5	551.9	2004-RS3	600.0
2004-J6	408.0	2004-RS4	1,100.0
2004-KR1	2,000.0	2004-RS5	1,050.0
2004-KR2	1,250.0	2004-RS6	1,000.0
2004-KS1	950.0	2004-RS7	1,183.7
2004-KS10	986.0	2004-RS8	900.0
2004-KS11	692.7	2004-RS9	950.0
2004-KS12	541.8	2004-RZ1	485.0
2004-KS2	990.0	2004-RZ2	475.0
2004-KS3	675.0	2004-RZ3	360.0
2004-KS4	1,000.0	2004-RZ4	276.6
2004-KS5	1,175.0	2004-S1	307.7
2004-KS6	1,000.0	2004-S2	362.0
2004-KS7	850.0	2004-S3	228.3
2004-KS8	600.0	2004-S4	460.3
2004-KS9	600.0	2004-S5	423.5
2004-PS1	100.1	2004-S6	527.2
2004-QA1	201.3	2004-S7	105.3
2004-QA2	365.1	2004-S8	311.0
2004-QA3	320.1	2004-S9	645.9
2004-QA4	290.2	2004-SA1	250.1
2004-QA5	325.1	2004-SL1	632.9
2004-QA6	720.3	2004-SL2	499.0
2004-QS1	319.9	2004-SL3	222.5
2004-QS10	216.6	2004-SL4	206.5
2004-QS11	217.5	2004-SP1	233.7

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2004-SP2	145.1	2005-KS8	1,165.8
2004-SP3	306.9	2005-KS9	487.0
2004-VFT	820.7	2005-NC1	870.8
2005-AA1	265.6	2005-QA1	296.7
2005-AF1	235.5	2005-QA10	621.8
2005-AF2	296.9	2005-QA11	525.1
2005-AHL1	463.7	2005-QA12	285.2
2005-AHL2	434.2	2005-QA13	560.2
2005-AHL3	488.8	2005-QA2	501.0
2005-AR1	399.8	2005-QA3	500.0
2005-AR2	458.4	2005-QA4	525.2
2005-AR3	523.7	2005-QA5	241.8
2005-AR4	386.1	2005-QA6	575.5
2005-AR5	597.2	2005-QA7	575.0
2005-AR6	592.0	2005-QA8	519.5
2005-EFC1	1,101.5	2005-QA9	650.5
2005-EFC2	679.3	2005-QO1	711.1
2005-EFC3	731.9	2005-QO2	425.1
2005-EFC4	707.8	2005-QO3	500.6
2005-EFC5	693.3	2005-QO4	797.0
2005-EFC6	672.7	2005-QO5	1,275.1
2005-EFC7	698.2	2005-QS1	214.6
2005-EMX1	792.8	2005-QS10	265.7
2005-EMX2	620.4	2005-QS11	213.6
2005-EMX3	674.5	2005-QS12	528.9
2005-EMX4	492.6	2005-QS13	639.2
2005-EMX5	380.0	2005-QS14	615.8
2005-HE1	991.1	2005-QS15	431.5
2005-HE2	1,113.5	2005-QS16	428.0
2005-HE3	988.0	2005-QS17	540.1
2005-HI1	240.0	2005-QS2	213.0
2005-HI2	240.0	2005-QS3	475.6
2005-HI3	224.9	2005-QS4	211.7
2005-HS1	853.8	2005-QS5	214.0
2005-HS2	577.5	2005-QS6	265.1
2005-HSA1	278.8	2005-QS7	370.0
2005-J1	525.5	2005-QS8	104.1
2005-KS1	708.8	2005-QS9	371.0
2005-KS10	1,299.2	2005-RP1	343.1
2005-KS11	1,339.3	2005-RP2	301.1
2005-KS12	1,117.2	2005-RP3	282.5
2005-KS2	543.4	2005-RS1	975.0
2005-KS3	413.5	2005-RS2	725.0
2005-KS4	411.1	2005-RS3	741.3
2005-KS5	401.8	2005-RS4	522.4
2005-KS6	596.2	2005-RS5	497.5
2005-KS7	387.6	2005-RS6	1,183.2

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2005-RS7	493.0	2006-HI4	272.7
2005-RS8	660.0	2006-HI5	247.5
2005-RS9	1,179.0	2006-HLTV1	229.9
2005-RZ1	203.8	2006-HSA1	461.4
2005-RZ2	333.7	2006-HSA2	447.9
2005-RZ3	340.0	2006-HSA3	201.0
2005-RZ4	411.2	2006-HSA4	402.1
2005-S1	463.1	2006-HSA5	295.6
2005-S2	260.9	2006-J1	550.0
2005-S3	183.1	2006-KS1	840.1
2005-S4	259.4	2006-KS2	977.5
2005-S5	258.2	2006-KS3	1,125.9
2005-S6	412.9	2006-KS4	687.8
2005-S7	311.7	2006-KS5	687.1
2005-S8	312.3	2006-KS6	529.1
2005-S9	366.6	2006-KS7	532.7
2005-SA1	295.2	2006-KS8	535.9
2005-SA2	500.8	2006-KS9	1,197.1
2005-SA3	675.2	2006-NC1	536.8
2005-SA4	850.5	2006-NC2	745.2
2005-SA5	355.3	2006-NC3	504.9
2005-SL1	370.5	2006-QA1	603.9
2005-SL2	168.9	2006-QA10	375.5
2005-SP1	831.0	2006-QA11	372.4
2005-SP2	490.2	2006-QA2	394.0
2005-SP3	285.7	2006-QA3	398.5
2006-AR1	508.7	2006-QA4	304.4
2006-AR2	373.0	2006-QA5	695.6
2006-EFC1	593.2	2006-QA6	625.8
2006-EFC2	387.6	2006-QA7	588.2
2006-EMX1	424.6	2006-QA8	795.1
2006-EMX2	550.1	2006-QA9	369.2
2006-EMX3	773.6	2006-QH1	337.9
2006-EMX4	661.7	2006-QO1	901.2
2006-EMX5	580.2	2006-QO10	895.7
2006-EMX6	620.5	2006-QO2	665.5
2006-EMX7	495.3	2006-QO3	644.8
2006-EMX8	698.6	2006-QO4	843.2
2006-EMX9	728.8	2006-QO5	1,071.6
2006-HE1	1,274.2	2006-QO6	1,290.3
2006-HE2	626.2	2006-QO7	1,542.4
2006-HE3	1,142.3	2006-QO8	1,288.1
2006-HE4	1,159.1	2006-QO9	895.6
2006-HE5	1,244.5	2006-QS1	323.8
2006-HI1	214.2	2006-QS10	533.6
2006-HI2	237.4	2006-QS11	751.5
2006-HI3	223.2	2006-QS12	541.3

Deal Name	Original Issue Balance (in Thousands)	Deal Name	Original Issue Balance (in Thousands)
2006-QS13	641.0	2006-SP3	291.9
2006-QS14	753.7	2006-SP4	303.9
2006-QS15	538.6	2007-EMX1	692.9
2006-QS16	752.1	2007-HE1	1,185.9
2006-QS17	537.0	2007-HE2	1,240.9
2006-QS18	1,181.9	2007-HE3	350.6
2006-QS2	881.7	2007-HI1	255.0
2006-QS3	969.8	2007-HSA1	546.8
2006-QS4	752.3	2007-HSA2	1,231.4
2006-QS5	698.0	2007-HSA3	796.4
2006-QS6	858.8	2007-KS1	415.6
2006-QS7	537.5	2007-KS2	961.5
2006-QS8	966.3	2007-KS3	1,270.3
2006-QS9	540.1	2007-KS4	235.9
2006-RP1	293.0	2007-QA1	410.1
2006-RP2	317.0	2007-QA2	367.0
2006-RP3	290.4	2007-QA3	882.4
2006-RP4	357.4	2007-QA4	243.5
2006-RS1	1,173.6	2007-QA5	504.1
2006-RS2	785.6	2007-QH1	522.3
2006-RS3	741.6	2007-QH2	348.4
2006-RS4	887.5	2007-QH3	349.5
2006-RS5	382.6	2007-QH4	401.0
2006-RS6	372.2	2007-QH5	497.5
2006-RZ1	483.8	2007-QH6	597.0
2006-RZ2	368.6	2007-QH7	347.0
2006-RZ3	688.3	2007-QH8	560.1
2006-RZ4	851.8	2007-QH9	594.4
2006-RZ5	505.1	2007-QO1	625.1
2006-S1	367.1	2007-QO2	529.3
2006-S10	1,087.7	2007-QO3	296.3
2006-S11	623.2	2007-QO4	502.8
2006-S12	1,204.3	2007-QO5	231.2
2006-S2	260.6	2007-QS1	1,297.4
2006-S3	337.8	2007-QS10	435.8
2006-S4	313.9	2007-QS11	305.8
2006-S5	678.1	2007-QS2	536.7
2006-S6	599.6	2007-QS3	971.6
2006-S7	469.7	2007-QS4	746.9
2006-S8	416.3	2007-QS5	432.7
2006-S9	442.3	2007-QS6	808.3
2006-SA1	275.1	2007-QS7	803.3
2006-SA2	791.3	2007-QS8	651.8
2006-SA3	350.9	2007-QS9	707.0
2006-SA4	282.3	2007-RP1	334.4
2006-SP1	275.9	2007-RP2	263.3
2006-SP2	348.1	2007-RP3	346.6

<b>Deal Name</b>	<b>Original Issue Balance (in Thousands)</b>
2007-RP4	239.2
2007-RS1	478.3
2007-RS2	376.8
2007-RZ1	329.3
2007-S1	522.5
2007-S2	472.2
2007-S3	575.3
2007-S4	314.5
2007-S5	524.8
2007-S6	707.7
2007-S7	419.1
2007-S8	488.8
2007-S9	172.4
2007-SA1	310.8
2007-SA2	385.1
2007-SA3	363.8
2007-SA4	414.9
2007-SP1	346.6
2007-SP2	279.3
2007-SP3	298.1
<b>Grand Total</b>	<b>220,987.7</b>

## **EXHIBIT B**

### **ALLOCATION OF ALLOWED CLAIM**

1. The Allowed Claim shall be allocated amongst the Accepting Trusts by the Trustees pursuant to the determination of a qualified financial advisor (the “Expert”) who will make any determinations and perform any calculations required in connection with the allocation of the Allowed Claim among the Accepting Trusts. To the extent that the collateral in any Accepting Trust is divided by the Governing Agreements into groups of loans (“Loan Groups”) so that ordinarily only certain classes of investors benefit from the proceeds of particular Loan Groups, those Loan Groups shall be deemed to be separate Accepting Trusts for purposes of the allocation and distribution methodologies set forth below. The Expert is to apply the following allocation formulas:

(i) *First*, the Expert shall calculate the amount of Net Losses for each Accepting Trust as a percentage of the sum of the Net Losses for all Accepting Trusts (such amount, the “Net Loss Percentage”);

(ii) *Second*, the Expert shall calculate the “Allocated Claim” for each Accepting Trust by multiplying (A) the amount of the Allowed Claim by (B) the Net Loss Percentage for such Accepting Trust, expressed as a decimal; provided that the Expert shall be entitled to make adjustments to the Allocated Claim of each Accepting Trust to ensure that the effects of rounding do not cause the sum of the Allocated Claims for all Accepting Trusts to exceed the amount of the Allowed Claim.

(iii) For the avoidance of doubt, the Seller Entity and Depositor Entity for each Accepting Trust are jointly liable for that Trust’s Allocated Claim.

(iv) If applicable, the Expert shall calculate the portion of the Allocated Claim that relates to principal-only certificates or notes and the portion of the Allocated Claim that relates to all other certificates or notes.

2. All distributions from the Estate to an Accepting Trust on account of any Allocated Claim shall be treated as Subsequent Recoveries, as that term is defined in the Governing Agreement for that trust; provided that if the Governing Agreement for a particular Accepting Trust does not include the term “Subsequent Recovery,” the distribution resulting from the Allocated Claim shall be distributed as though it was unscheduled principal available for distribution on that distribution date; *provided, however*, that should the Bankruptcy Court determine that a different treatment is required to conform the distributions to the requirements of the Governing Agreements, that determination shall govern and shall not constitute a material change to this Settlement Agreement.

3. Notwithstanding any other provision of any Governing Agreement, the Debtors and all Servicers agree that neither the Master Servicer nor any Subservicer shall be entitled to receive any portion of any distribution resulting from any Allocated Claim for any purpose, including without limitation the satisfaction of any Servicing Advances, it being understood that the Master Servicer’s other entitlements to payments, and to reimbursement or recovery, including of

Advances and Servicing Advances, under the terms of the Governing Agreements shall not be affected by this Settlement Agreement except as expressly provided here. To the extent that as a result of the distribution resulting from an Allocated Claim in a particular Accepting Trust a principal payment would become payable to a class of REMIC residual interests, whether on the distribution of the amount resulting from the Allocated Claim or on any subsequent distribution date that is not the final distribution date under the Governing Agreement for such Accepting Trust, such payment shall be maintained in the distribution account and the relevant Trustee shall distribute it on the next distribution date according to the provisions of this section.

4. In addition, after any distribution resulting from an Allocated Claim pursuant to section 3 above, the relevant Trustee will allocate the amount of the distribution for that Accepting Trust in the reverse order of previously allocated Realized Losses, to increase the Class Certificate Balance, Component Balance, Component Principal Balance, or Note Principal Balance, as applicable, of each class of Certificates or Notes (or Components thereof) (other than any class of REMIC residual interests) to which Realized Losses have been previously allocated, but in each case by not more than the amount of Realized Losses previously allocated to that class of Certificates or Notes (or Components thereof) pursuant to the Governing Agreements. For the avoidance of doubt, for Accepting Trusts for which the Credit Support Depletion Date shall have occurred prior to the allocation of the amount of the Allocable Share in accordance with the immediately preceding sentence, in no event shall the foregoing allocation be deemed to reverse the occurrence of the Credit Support Depletion Date in such Accepting Trusts. Holders of such Certificates or Notes (or Components thereof) will not be entitled to any payment in respect of interest on the amount of such increases for any interest accrual period relating to the distribution date on which such increase occurs or any prior distribution date. Any such increase shall be applied pro rata to the Certificate Balance, Component Balance, Component Principal Balance, or Note Principal Balance of each Certificate or Note of each class. For the avoidance of doubt, this section 4 is intended only to increase Class Certificate Balances, Component Balances, Component Principal Balances, and Note Principal Balances, as provided for herein, and shall not affect any distributions resulting from Allocated Claims provided for in section 3 above.

5. Nothing in this Settlement Agreement amends or modifies in any way any provisions of any Governing Agreement. To the extent any credit enhancer or financial guarantee insurer receives a distribution on account of the Allowed Claim, such distribution shall be credited at least dollar for dollar against the amount of any claim it files against the Debtor that does not arise under the Governing Agreements.

6. In no event shall the distribution to an Accepting Trust as a result of any Allocated Claim be deemed to reduce the collateral losses experienced by such Accepting Trust.



**EXHIBIT C**  
**FEE SCHEDULE**

Exhibit C -- Fee Schedule

Percentage of the Allowed Claim (being the sum of the Allocated Allowed Claims) allocable to trusts that accept the settlement, subject to adjustment pursuant to section 6.02(b) for trusts other than original "Covered Trusts."

If Effective Date of Plan occurs on or before Sept. 2, 2012, 5.225%

If Effective Date of Plan occurs after Sept. 2, 2012 and on or before Dec. 2, 2012, 5.4625%

If Effective Date of Plan occurs after Dec. 3, 2012 and on or before May 2, 2013, 5.605%

If Effective Date of Plan occurs after May 2, 2013, 5.7%

All fees shall be allocated between: (i) Talcott Franklin P.C.; (ii) Miller, Johnson, Snell & Cumiskey, P.L.C.; and (iii) Carter Ledyard & Milburn LLP, based on lodestar as calculated per agreement between co-counsel.

**EXHIBIT D**  
**SCHEDULE OF INSTITUTIONAL INVESTOR HOLDINGS**

EXHIBIT D

## Holdings as of October 18, 2012

	Deal Name	CUSIP	Class	Bond Original Face	Group Class Sum	Original Class Face	Percentage Interest
1	RASC 2005-KS10	75405WAB8	1A2	140,000	140,000	242,971,000	0.1%
2	RFMS2 2006-HSA4	43709WAA1	A	250,000	250,000	402,118,000	0.1%
3	RALI 2007-QS1	74922KAH8	2A2	390,000	390,000	400,296,500	0.1%
4	GMACM 2006-HE3	38012TAB8	A2	165,000	165,000	160,700,000	0.1%
5	RASC 2005-EMX4	76110W5X0	A2	210,000	210,000	196,158,000	0.1%
6	RFMS2 2006-HSA1	76110VTF5	A4	100,000	100,000	42,917,000	0.2%
7	RFMSI 2007-S6	762009AR9	1A16	400,000	400,000	96,413,000	0.4%
8	RFMSI 2006-S12	74958EAC0	2A2	1,325,000	1,325,000	267,085,000	0.5%
9	GMACM 2004-HE2	361856DD6	M1	220,000	220,000	37,356,000	0.6%
10	RAAC 2007-RP1	74977YAA7	A	1,700,000	1,700,000	281,521,000	0.6%
11	RALI 2007-QH1	74922HAB8	A2	800,000	800,000	123,939,000	0.6%
12	RALI 2006-QO1	761118RJ9	2A1	1,100,000	1,100,000	164,198,000	0.7%
13	RASC 2005-EMX3	75405MAF1	M1	215,000	215,000	26,950,000	0.8%
14	RALI 2006-QS13	75115DAH8	1A8	520,000	520,000	58,285,000	0.9%
15	RAAC 2005-SP2	76112BF54	2A	2,600,000	2,600,000	288,130,000	0.9%
16	RALI 2006-QA8	74922QAA0	A1	570,912	1,970,912	215,014,000	0.9%
17	RASC 2005-EMX3	75405MAG9	M2	240,000	240,000	24,150,000	1.0%
18	RAAC 2007-RP2	74919WAA2	A	2,480,000	2,480,000	215,883,000	1.1%
19	RALI 2006-QA1	761118TB4	A21	355,000	3,692,000	318,919,000	1.2%
20	RFMSI 2005-SA2	76111XVJ9	3A2	275,000	275,000	22,500,000	1.2%
21	RALI 2006-QO2	761118VZ8	A2	2,125,000	2,125,000	154,392,000	1.4%
22	RALI 2006-QO5	75114HAE7	2A2	1,975,000	1,975,000	118,628,000	1.7%
23	RAAC 2007-RP4	74919LAD0	A	3,000,000	3,000,000	177,410,000	1.7%
24	RALI 2007-QH5	75116EAA0	AI1	3,478,590	3,478,590	195,147,000	1.8%
25	RFMSI 2007-S9	74958VAA6	1A1	2,500,000	2,500,000	128,850,000	1.9%
26	RALI 2007-QH1	74922HAC6	A3	1,500,000	1,500,000	74,364,000	2.0%
27	RALI 2005-QA7	76110H7D5	A22	4,000,000	4,000,000	195,652,000	2.0%
28	RFMSI 2006-S2	76111XL76	A1	2,500,000	2,500,000	113,005,000	2.2%
29	RALI 2006-QA10	74922NAB5	A2	5,161,941	5,161,941	230,607,000	2.2%
30	RASC 2005-KS3	76110WS56	M5	250,000	250,000	9,974,000	2.5%
31	RALI 2007-QS6	75116CBE5	A29	2,300,000	4,800,000	187,421,000	2.6%
32	RALI 2007-QS2	74923CAF9	A6	2,600,000	2,600,000	100,000,000	2.6%
33	GMACM 2004-AR2	36185N3T5	3A	5,794,000	5,794,000	200,236,000	2.9%
34	RFMSI 2007-S4	74958YAB8	A2	2,159,643	2,159,643	74,404,000	2.9%
35	GMACM 2006-AR1	36185MDQ2	2A1	3,500,000	3,500,000	118,307,000	3.0%
36	RALI 2006-QA9	75115VAA3	A1	9,425,000	9,425,000	314,545,000	3.0%
37	RALI 2006-QS6	74922EAT6	2A1	3,230,000	3,230,000	99,917,000	3.2%
38	RAMP 2004-SL4	76112BGN4	A4	1,280,000	1,280,000	39,137,000	3.3%
39	GMACM 2005-HE3	361856EH6	A2	9,815,647	9,815,647	296,703,000	3.3%
40	RALI 2006-QO3	761118WQ7	A2	5,000,000	5,000,000	149,747,000	3.3%

	Deal Name	CUSIP	Class	Bond Original Face	Group Class Sum	Original Class Face	Percentage Interest
41	RALI 2007-QS6	75116CBD7	A28	3,300,000	6,300,000	187,421,000	3.4%
42	RAMP 2005-SL1	76112BMP2	A4	2,250,000	2,250,000	65,353,000	3.4%
43	RALI 2005-QS15	761118KG2	1A	3,000,000	3,000,000	86,099,000	3.5%
44	RALI 2006-QS9	75115CAC1	1A3	3,000,000	3,000,000	86,000,000	3.5%
45	RALI 2005-QA8	761118BW7	NB3	1,250,000	1,250,000	35,255,000	3.5%
46	GMACM 2005-HE1	361856EC7	A3	8,869,000	8,869,000	248,425,000	3.6%
47	RAMP 2004-RS7	7609857E5	AI5	2,000,000	2,000,000	55,330,000	3.6%
48	GMACM 2005-HE1	361856EB9	A2	10,500,000	10,500,000	290,100,000	3.6%
49	RFMSI 2005-S9	76111XE58	A5	2,975,000	2,975,000	81,289,900	3.7%
50	RALI 2007-QS9	75116FBH1	A33	23,000,000	23,000,000	627,984,000	3.7%
51	RALI 2004-QS1	76110HPQ6	A1	4,000,000	8,000,000	215,000,000	3.7%
52	RALI 2004-QS5	76110HSV2	A5	5,000,000	5,000,000	127,754,111	3.9%
53	RASC 2006-EMX4	75406DAJ2	M5	500,000	500,000	12,672,000	3.9%
54	RAMP 2006-NC2	75156TAG5	M4	500,000	500,000	12,540,000	4.0%
55	GMACM 2006-HE5	38012EAC9	2A2	10,000,000	10,000,000	239,558,000	4.2%
56	RAMP 2006-RS2	76112B2C3	A2	12,000,000	12,000,000	282,070,000	4.3%
57	RASC 2006-KS8	74924RAD0	A4	3,000,000	3,000,000	69,063,000	4.3%
58	RALI 2007-QO1	75115YAA7	A1	15,000,000	15,000,000	343,670,000	4.4%
59	RASC 2004-KS6	76110WZX7	MII1	2,300,000	2,300,000	50,000,000	4.6%
60	RALI 2005-QS7	761118AA6	A1	7,000,000	7,000,000	148,100,000	4.7%
61	RAAC 2005-RP2	76112BXP0	M1	1,100,000	1,100,000	23,103,000	4.8%
62	RFMSI 2006-S5	74957EAQ0	A15	4,362,000	4,362,000	89,735,000	4.9%
63	RASC 2006-KS4	75406EAC5	A3	5,100,000	5,100,000	104,883,000	4.9%
64	RALI 2006-QA3	75114RAD7	A1	15,000,000	15,000,000	304,755,000	4.9%
65	RASC 2005-KS1	76110WM37	M1	2,500,000	2,500,000	48,600,000	5.1%
66	RALI 2006-QA8	74922QAB8	A2	25,800,000	25,800,000	484,943,000	5.3%
67	RAMP 2006-RS1	76112BT83	AI2	13,000,000	15,000,000	272,199,000	5.5%
68	RALI 2006-QO3	761118WP9	A1	20,000,000	20,000,000	359,391,000	5.6%
69	RAMP 2004-RS8	76112BAF7	AI6	1,750,000	1,750,000	31,325,000	5.6%
70	RALI 2006-QS6	74922EAN9	1A13	1,895,000	1,895,000	33,564,000	5.6%
71	RASC 2004-KS8	76110WC61	AI6	195,000	985,000	17,300,000	5.7%
72	RALI 2006-QS15	74922YAA3	A1	20,000,000	20,000,000	350,192,000	5.7%
73	RASC 2005-KS10	75405WAF9	M2	2,500,000	2,500,000	43,659,000	5.7%
74	RFMSI 2006-S9	749577AA0	A1	2,500,000	2,500,000	42,573,000	5.9%
75	RALI 2006-QS4	749228AJ1	A9	12,000,000	12,000,000	199,950,000	6.0%
76	RALI 2006-QS1	761118SB5	A3	2,500,000	6,500,000	108,134,000	6.0%
77	GMACM 2005-HE3	361856EK9	A1VN	1,486,000	1,486,000	24,335,000	6.1%
78	RALI 2006-QO1	761118RN0	3A2	8,000,000	8,000,000	128,851,000	6.2%
79	RALI 2004-QS1	76110HPT0	A4	1,000,000	1,000,000	15,724,000	6.4%
80	RASC 2005-EMX3	75405MAQ7	M10	500,000	500,000	7,700,000	6.5%

	Deal Name	CUSIP	Class	Bond Original Face	Group Class Sum	Original Class Face	Percentage Interest
81	RAMP 2004-RS9	76112BCM0	MII1	3,100,000	3,100,000	47,300,000	6.6%
82	RAMP 2005-SL2	76112BUX6	A3	2,000,000	2,000,000	29,811,000	6.7%
83	RALI 2006-QO2	761118VY1	A1	25,000,000	25,000,000	370,542,000	6.7%
84	RALI 2004-QS4	76110HSB6	A7	3,500,000	3,500,000	50,000,000	7.0%
85	RALI 2005-QS10	761118CX4	3A1	7,500,000	7,500,000	105,149,000	7.1%
86	RALI 2005-QS10	761118CY2	3A2	7,500,000	7,500,000	105,149,000	7.1%
87	RAMP 2005-SL1	76112BMN7	A3	2,500,000	2,500,000	34,870,100	7.2%
88	RAMP 2005-EFC5	76112BH60	M3	1,200,404	1,200,404	16,714,000	7.2%
89	RALI 2007-QO1	75115YAC3	A3	6,200,000	6,200,000	85,910,000	7.2%
90	RALI 2007-QH6	74922AAA5	A1	25,000,000	25,000,000	336,244,000	7.4%
91	RALI 2006-QS12	751151AG6	2A3	3,000,000	3,000,000	40,000,000	7.5%
92	RAMP 2004-RS4	7609852Y6	AI6	2,800,000	2,800,000	37,300,000	7.5%
93	RALI 2006-QS8	75115AAD3	A4	15,175,000	26,405,000	348,750,000	7.6%
94	RFMSI 2007-S4	74958YAN2	A14	2,000,000	2,000,000	26,184,000	7.6%
95	RFMSI 2006-S6	74957VAM1	A12	7,866,700	7,866,700	102,866,700	7.6%
96	RFMSI 2005-S8	76111XC68	A2	4,200,000	4,200,000	53,873,000	7.8%
97	RASC 2006-EMX3	76113ACE9	M4	1,200,000	1,200,000	15,200,000	7.9%
98	RAMP 2004-RS3	760985V57	AI1	7,000,000	7,000,000	88,500,000	7.9%
99	RALI 2005-QS14	761118JL3	3A3	8,500,000	8,500,000	104,601,000	8.1%
100	RALI 2005-QS9	761118AW8	A3	6,124,750	6,124,750	75,233,360	8.1%
101	RASC 2006-EMX2	75406AAF6	M3	1,000,000	1,000,000	12,255,000	8.2%
102	RASC 2005-KS8	76110W3P9	A3	16,000,000	16,000,000	195,700,000	8.2%
103	RASC 2005-KS8	76110W3T1	M3	1,923,272	1,923,272	23,400,000	8.2%
104	RALI 2006-QS11	75115EAD5	1A4	2,100,000	5,600,000	67,838,000	8.3%
105	RAAC 2005-RP3	76112BP95	M2	1,500,000	1,500,000	18,099,000	8.3%
106	RALI 2006-QO5	75114HAD9	2A1	20,000,000	20,000,000	237,255,000	8.4%
107	RAMP 2004-RZ1	760985U25	AI1	13,500,000	13,500,000	160,000,000	8.4%
108	RFMSI 2007-SA1	74958WAB2	2A1	8,575,000	8,575,000	100,000,000	8.6%
109	RALI 2006-QA2	761118TU2	3A1	2,600,000	2,600,000	30,306,000	8.6%
110	RALI 2005-QO4	761118NN4	2A1	25,000,000	25,000,000	290,287,000	8.6%
111	RAMP 2006-NC2	75156TAE0	M2	2,000,000	2,000,000	23,180,000	8.6%
112	RALI 2006-QS9	75115CAL1	1A11	1,750,000	2,900,000	33,477,650	8.7%
113	RAMP 2005-EFC6	76112BK82	M7	1,000,000	1,000,000	11,449,000	8.7%
114	RASC 2006-KS2	75406BAD9	A4	5,000,000	5,000,000	56,557,000	8.8%
115	RASC 2006-KS1	76113AAE1	A3	85,000	15,085,000	170,300,000	8.9%
116	RALI 2005-QS2	76110HQ69	A1	2,000,000	15,300,000	171,752,000	8.9%
117	RFMSI 2007-S6	762009AL2	1A11	5,285,000	5,285,000	59,285,000	8.9%
118	RALI 2004-QS2	76110HQM4	CB	7,425,000	19,440,000	216,837,000	9.0%
119	RAMP 2005-RS1	76112BHY9	AI6	2,000,000	2,000,000	22,000,000	9.1%
120	RASC 2004-KS2	76110WWN2	M21	23,000,000	23,000,000	49,000,000	9.2%

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121	RALI 2005-QS15	761118KJ6	3A	25,000,000	25,000,000	269,638,000	9.3%
122	RALI 2005-QO1	761118EN4	A1	31,250,000	31,800,000	338,917,000	9.4%
123	RALI 2005-QA2	76110HT90	NB2	7,150,000	7,150,000	74,851,000	9.6%
124	RASC 2005-AHL2	76110W5F9	A2	15,000,000	15,000,000	156,469,000	9.6%
125	RASC 2004-KS8	76110WD60	MII2	2,000,000	2,000,000	20,400,000	9.8%
126	RALI 2006-QS4	749228AE2	A5	3,940,000	3,940,000	40,000,000	9.9%
127	RALI 2007-QS11	74925GAA9	A1	34,224,000	34,224,000	347,046,000	9.9%
128	RASC 2006-KS3	76113ABJ9	AI4	7,903,000	7,903,000	79,903,000	9.9%
129	RASC 2006-KS3	76113ABQ3	M5	2,000,000	2,000,000	20,125,000	9.9%
130	RAMP 2006-EFC1	76112BV98	M3	1,435,905	1,435,905	14,335,000	10.0%
131	RASC 2006-EMX2	75406AAJ8	M6	1,000,000	1,000,000	9,975,000	10.0%
132	RFMSI 2006-S7	74958AAC8	A3	28,000,000	28,000,000	277,250,000	10.1%
133	RALI 2006-QO6	75114NAA2	A1	74,053,000	74,053,000	725,353,000	10.2%
134	RASC 2004-KS5	76110WYD2	AI5	2,642,000	2,642,000	25,450,000	10.4%
135	RASC 2004-KS9	76110WE69	AI5	1,900,000	1,900,000	18,300,000	10.4%
136	RASC 2004-KS7	76110WA89	AI4	2,500,000	2,500,000	23,900,000	10.5%
137	RFMSI 2007-S2	749583AJ9	A9	4,688,000	4,688,000	44,688,000	10.5%
138	RALI 2005-QS9	761118AZ1	A6	3,038,000	3,938,000	37,098,000	10.6%
139	RFMSI 2007-S9	74958VAB4	1A2	575,000	575,000	5,400,000	10.6%
140	RALI 2005-QS13	761118GS1	1A1	2,000,000	6,400,000	60,000,000	10.7%
141	RALI 2006-QS4	749228AD4	A4	7,500,000	7,500,000	70,011,000	10.7%
142	GMACM 2004-AR2	36185N3U2	4A	6,825,000	6,825,000	63,485,000	10.8%
143	RALI 2005-QA12	761118MY1	CB1	7,865,000	7,865,000	72,839,000	10.8%
144	RASC 2004-KS11	76110WJ49	M2	4,000,000	4,000,000	36,750,000	10.9%
145	RASC 2007-EMX1	74924XAD7	A14	5,120,000	5,120,000	46,505,000	11.0%
146	GMACM 2006-HE2	38011AAC8	A3	16,485,000	16,485,000	149,300,000	11.0%
147	RAMP 2006-RZ3	75156MAE5	M2	3,000,000	3,000,000	26,980,000	11.1%
148	RASC 2005-KS12	753910AF5	M3	2,500,000	2,500,000	22,425,000	11.1%
149	RAMP 2007-RS2	75157DAC8	A3	5,602,000	5,602,000	49,602,000	11.3%
150	RASC 2005-EMX1	76110WQ58	M1	7,000,000	7,000,000	61,600,000	11.4%
151	RALI 2005-QS11	761118CF3	A2	16,500,000	16,500,000	145,078,000	11.4%
152	RAAC 2007-SP3	74978FAH2	A2	4,000,000	4,000,000	35,087,000	11.4%
153	RFMSI 2006-S10	74958DAB4	1A2	11,582,000	11,582,000	101,582,000	11.4%
154	RALI 2006-QS3	761118XN3	1A10	2,000,000	10,680,000	92,341,000	11.6%
155	RAMP 2005-EFC3	76112BYY0	M6	1,362,728	1,362,728	11,774,000	11.6%
156	RAMP 2006-RS2	76112B2F6	M2	2,000,000	2,000,000	16,800,000	11.9%
157	RFMSI 2006-SA3	749575AG1	3A1	11,075,000	11,075,000	92,538,000	12.0%
158	RALI 2007-QS5	74923JAE7	A5	6,609,000	12,049,000	100,132,000	12.0%
159	RAMP 2004-RS7	7609857D7	AI4	10,500,000	10,500,000	87,155,000	12.0%
160	RASC 2006-KS2	75406BAE7	M1	4,621,786	4,621,786	38,000,000	12.2%

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161	RFMSI 2006-SA3	749575AA4	1A	2,900,000	2,900,000	23,588,000	12.3%
162	RAMP 2004-RS8	76112BAN0	MII2	3,750,000	3,750,000	30,250,000	12.4%
163	RAMP 2006-RS2	76112B2G4	M3	1,500,000	1,500,000	12,000,000	12.5%
164	RAMP 2005-RS1	76112BJH4	MII2	5,000,000	5,000,000	39,875,000	12.5%
165	RASC 2004-KS12	76110WK96	M2	3,500,000	3,500,000	27,500,000	12.7%
166	RAAC 2006-RP1	76112B2V1	M1	2,588,000	2,588,000	20,088,000	12.9%
167	RAMP 2006-RZ2	75156UAF4	M3	2,200,000	2,200,000	16,800,000	13.1%
168	RASC 2007-KS3	74924YAD5	AI4	13,000,000	13,000,000	99,000,000	13.1%
169	RFMSI 2006-S11	74958FAA1	A1	75,000,000	75,000,000	563,000,000	13.3%
170	RASC 2006-EMX7	74924TAD6	A4	4,000,000	4,000,000	30,000,000	13.3%
171	RALI 2006-QS10	751155AA0	A1	20,030,000	20,100,000	150,000,000	13.4%
172	RASC 2005-AHL1	76110W4G8	M2	2,632,225	2,632,225	19,564,000	13.5%
173	RASC 2006-EMX4	75406DAE3	M1	3,743,000	3,743,000	27,743,000	13.5%
174	RALI 2007-QA3	74923XAA4	A1	50,000,000	50,000,000	368,210,000	13.6%
175	RALI 2007-QS6	75116CAA4	A1	20,500,000	23,800,000	175,000,000	13.6%
176	RALI 2006-QS16	74922LAG8	A7	2,500,000	18,563,000	130,735,000	14.2%
177	RFMSI 2005-SA3	76111XVZ3	1A	24,010,000	24,010,000	167,651,000	14.3%
178	RAMP 2005-EFC1	76112BRM4	M2	6,000,000	6,000,000	41,765,000	14.4%
179	RAMP 2004-SL4	76112BGM6	A3	9,040,000	9,040,000	62,893,000	14.4%
180	RALI 2005-QS13	761118HA9	2A1	20,000,000	20,000,000	139,000,000	14.4%
181	RALI 2007-QS1	74922KAM7	2A6	12,746,000	16,496,000	113,238,400	14.6%
182	RAAC 2007-SP2	74919XAF9	A3	2,828,640	2,828,640	19,286,000	14.7%
183	RASC 2006-EMX3	76113ACD1	M3	2,500,000	2,500,000	16,800,000	14.9%
184	RFMSI 2006-S3	76111XP56	A7	17,500,000	17,500,000	117,000,000	15.0%
185	RASC 2004-KS7	76110WB54	A2B3	5,000,000	5,000,000	33,400,000	15.0%
186	RALI 2006-QS12	751151AA9	1A1	15,000,000	15,000,000	100,000,000	15.0%
187	RFMSI 2007-S4	74958YAA0	A1	4,500,000	4,500,000	30,000,000	15.0%
188	RAMP 2005-EFC3	76112BYX2	M5	2,000,000	2,000,000	13,293,000	15.0%
189	RASC 2005-KS8	76110W3V6	M5	2,993,634	2,993,634	19,800,000	15.1%
190	RALI 2006-QO5	75114HAK3	3A4	5,649,000	5,649,000	36,385,000	15.5%
191	RFMSI 2007-S8	76200QAA8	1A1	61,148,400	61,148,400	393,148,400	15.6%
192	RALI 2006-QH1	75115GAB4	A2	12,500,000	12,500,000	80,014,000	15.6%
193	RFMSI 2006-S5	74957EAP2	A14	9,500,000	9,500,000	60,000,000	15.8%
194	RAAC 2006-RP3	74919RAF2	M2	3,000,000	3,000,000	18,760,000	16.0%
195	RALI 2007-QS1	74922KAA3	1A1	5,000,000	23,992,135	147,627,000	16.3%
196	RALI 2006-QS16	74922LAK9	A10	8,223,000	29,373,000	180,140,000	16.3%
197	RALI 2004-QA1	76110HRL5	A1	22,000,000	22,000,000	134,525,000	16.4%
198	RALI 2006-QO3	761118WR5	A3	14,848,000	14,848,000	89,848,000	16.5%
199	RALI 2006-QO8	75115FAF7	M1	4,000,000	4,000,000	24,058,000	16.6%
200	RAMP 2005-SL1	76112BMQ0	A5	10,000,000	10,000,000	60,089,200	16.6%



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201	RAMP 2005-EFC1	76112BRL6	M1	9,000,000	9,000,000	54,016,000	16.7%
202	RAAC 2007-SP2	74919XAE2	A2	8,000,000	8,000,000	47,983,000	16.7%
203	RALI 2006-QS14	74922GAA2	A1	2,350,000	8,350,000	50,000,000	16.7%
204	RASC 2005-AHL1	76110W4D5	A2	100,000	30,100,000	179,926,000	16.7%
205	RFMSI 2006-S1	76111XJ38	1A2	2,000,000	2,000,000	11,928,000	16.8%
206	RAMP 2006-NC2	75156TAF7	M3	2,500,000	2,500,000	14,820,000	16.9%
207	RALI 2006-QS4	749228AB8	A2	1,200,000	33,505,000	198,487,000	16.9%
208	RASC 2006-KS4	75406EAD3	A4	10,000,000	10,000,000	59,038,000	16.9%
209	RALI 2006-QS4	749228AM4	A12	12,380,000	12,380,000	72,867,000	17.0%
210	RAMP 2006-RS2	76112B2H2	M4	1,500,000	1,500,000	8,800,000	17.0%
211	RAMP 2006-RS3	75156VAD7	A4	10,000,000	25,000,000	146,622,000	17.1%
212	RAMP 2004-RS9	76112BCN8	MII2	6,329,377	6,329,377	37,100,000	17.1%
213	RALI 2005-QO1	761118EP9	A2	8,542,500	8,542,500	50,000,000	17.1%
214	RALI 2006-QO8	75115FAG5	M2	4,000,000	4,000,000	23,408,000	17.1%
215	RAMP 2004-SL1	760985W80	A7	30,552,000	30,552,000	178,552,000	17.1%
216	RFMS2 2005-HI1	76110VRD2	A5	4,500,000	10,080,000	58,080,000	17.4%
217	RAMP 2004-RZ1	760985U33	M1	4,037,000	4,037,000	23,037,000	17.5%
218	RASC 2007-KS3	74924YAG8	M2S	7,000,000	10,000,000	56,739,000	17.6%
219	RASC 2006-EMX3	76113ACB5	M1	5,500,000	5,500,000	31,200,000	17.6%
220	RASC 2005-EMX1	76110WQ66	M2	8,000,000	8,000,000	45,200,000	17.7%
221	RASC 2006-EMX9	74924VAK5	M5	2,700,000	2,700,000	14,440,000	18.7%
222	RAMP 2006-RS4	75156WAD5	A4	8,800,000	13,867,120	73,839,000	18.8%
223	RALI 2006-QS16	74922LAJ2	A9	2,015,000	2,015,000	10,550,000	19.1%
224	RALI 2006-QS12	751151AH4	2A4	12,000,000	12,000,000	62,800,000	19.1%
225	RASC 2006-KS3	76113ABM2	M2	4,825,000	7,825,000	40,825,000	19.2%
226	RFMSI 2007-S6	762009BK3	2A12	11,115,000	11,115,000	57,750,000	19.2%
227	RALI 2007-QS6	75116CEF9	A102	20,000,000	20,000,000	103,569,000	19.3%
228	RAMP 2004-RS12	76112BGE4	MII3	2,200,000	2,200,000	11,200,000	19.6%
229	GMACM 2006-HE1	361856ER4	A	4,275,000	252,101,385	1,274,156,000	19.8%
230	RALI 2004-QS7	76110HTY5	A4	2,500,000	5,000,000	25,000,000	20.0%
231	RAMP 2004-RZ4	76112BHN3	M7	420,000	420,000	2,100,000	20.0%
232	RASC 2004-KS9	76110WF35	AII4	50,000,000	50,000,000	250,000,000	20.0%
233	RALI 2005-QS17	761118PQ5	A1	10,000,000	10,000,000	49,665,000	20.1%
234	RASC 2005-EMX3	75405MAK0	M5	2,400,000	2,400,000	11,900,000	20.2%
235	RALI 2006-QS7	748940AD5	A4	25,350,000	39,115,000	193,750,000	20.2%
236	RAMP 2006-RZ3	75156MAD7	M1	10,900,000	10,900,000	53,960,000	20.2%
237	RASC 2005-KS10	75405WAH5	M4	4,976,000	4,976,000	24,476,000	20.3%
238	RAAC 2006-RP1	76112B2U3	A2	10,000,000	15,000,000	73,280,000	20.5%
239	RAAC 2006-RP4	74919TAC5	M2	3,627,000	3,627,000	17,627,000	20.6%
240	RAAC 2007-SP1	74978AAF7	M3	1,400,000	1,400,000	6,788,000	20.6%

	Deal Name	CUSIP	Class	Bond Original Face	Group Class Sum	Original Class Face	Percentage Interest
241	RASC 2005-AHL1	76110W4H6	M3	2,184,024	2,184,024	10,498,000	20.8%
242	RALI 2006-QH1	75115GAC2	A3	10,000,000	10,000,000	48,009,000	20.8%
243	RASC 2006-KS4	75406EAG6	M3	3,000,000	3,000,000	14,358,000	20.9%
244	RASC 2005-EMX3	75405MAL8	M6	2,360,110	2,360,110	11,200,000	21.1%
245	RALI 2007-QH2	74922JAB4	A2	17,500,000	17,500,000	82,422,000	21.2%
246	RASC 2006-EMX8	74924UAD3	1A4	5,406,000	5,406,000	25,406,000	21.3%
247	RALI 2006-QS10	751155AJ1	A9	13,520,615	13,520,615	63,520,615	21.3%
248	RASC 2004-KS10	76110WG34	M1	12,500,000	12,500,000	58,500,000	21.4%
249	RAAC 2005-SP3	76112BS35	A2	15,000,000	15,000,000	69,984,000	21.4%
250	RASC 2005-KS7	76110W3D6	M7	1,250,000	1,250,000	5,801,000	21.5%
251	RALI 2007-QS6	75116CCP9	A62	8,377,000	8,377,000	38,377,000	21.8%
252	RAMP 2006-NC2	75156TAC4	A3	9,600,000	9,600,000	43,831,000	21.9%
253	RALI 2005-QS16	761118MB1	A2	50,000,000	50,000,000	228,000,000	21.9%
254	RAMP 2005-EFC5	76112BH45	M1	6,050,000	6,050,000	27,383,000	22.1%
255	RAMP 2004-RS1	760985N98	MII2	12,000,000	12,000,000	54,000,000	22.2%
256	RALI 2007-QS6	75116CAB2	A2	4,672,000	4,672,000	21,000,000	22.2%
257	RASC 2005-KS3	76110WS80	M8	1,500,000	1,500,000	6,649,000	22.6%
258	RALI 2005-QS14	761118JJ8	3A1	50,000,000	50,000,000	220,000,000	22.7%
259	RASC 2007-KS4	74924NAD9	A4	3,500,000	3,500,000	15,275,000	22.9%
260	RALI 2006-QO10	751153AA5	A1	4,258,900	113,214,920	492,055,000	23.0%
261	RFMSI 2007-S4	74958YAE2	A5	11,460,000	14,056,991	60,860,000	23.1%
262	RAMP 2006-NC1	76112BX39	M1	4,360,000	4,360,000	18,700,000	23.3%
263	RALI 2006-QS10	751155AD4	A4	14,350,000	14,350,000	61,400,000	23.4%
264	RASC 2004-KS3	76110WXG6	MII2	3,125,000	6,125,000	26,125,000	23.4%
265	RASC 2005-EMX2	76110W2H8	M2	5,000,000	5,000,000	21,184,000	23.6%
266	RFMSI 2004-S4	76111XHD8	1A3	2,500,000	5,000,000	21,144,000	23.6%
267	RALI 2007-QA2	74922PAC8	A3	4,900,000	38,900,000	162,808,000	23.9%
268	RAMP 2005-EFC1	76112BRQ5	M5	2,000,000	4,000,000	16,706,000	23.9%
269	RAMP 2006-NC2	75156TAD2	M1	6,314,799	6,314,799	26,220,000	24.1%
270	RALI 2007-QH3	74922WAB5	A2	20,000,000	20,000,000	82,803,000	24.2%
271	RASC 2006-KS6	75406WAE1	M1	5,000,000	5,000,000	20,685,000	24.2%
272	RASC 2005-KS1	76110WM45	M2	9,000,000	9,000,000	37,080,000	24.3%
273	RASC 2007-KS4	74924NAE7	M1S	2,750,000	2,750,000	11,250,000	24.4%
274	RASC 2004-KS12	76110WK88	M1	11,860,000	11,860,000	48,400,000	24.5%
275	RASC 2004-KS5	76110WYN0	MII2	10,750,000	10,750,000	43,750,000	24.6%
276	RASC 2006-EMX5	74924QAD2	A4	9,802,000	9,802,000	39,802,000	24.6%
277	RASC 2006-KS1	76113AAJ0	M3	1,932,327	4,131,457	16,768,000	24.6%
278	RALI 2006-QS8	75115AAA9	A1	2,100,000	78,130,000	315,600,000	24.8%
279	RALI 2007-QH7	75115LAA5	1A1	30,000,000	30,000,000	120,952,000	24.8%
280	RALI 2004-QS7	76110HTX7	A3	6,100,000	6,100,000	24,521,000	24.9%

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281	RAAC 2005-RP1	76112BJQ4	M1	7,000,000	7,000,000	28,000,000	25.0%
282	RASC 2004-KS6	76110WZW9	MI3	1,000,000	1,000,000	4,000,000	25.0%
283	RASC 2006-KS2	75406BAG2	M3	5,000,000	5,000,000	20,000,000	25.0%
284	RASC 2006-EMX2	75406AAB5	A2	28,000,000	51,000,000	203,139,000	25.1%
285	RALI 2007-QH3	74922WAA7	A1	30,000,000	50,000,000	198,727,000	25.2%
286	RASC 2005-AHL2	76110W5J1	M2	3,526,000	3,526,000	13,626,000	25.9%
287	RAMP 2004-RS1	760985P54	MII6	3,500,000	3,500,000	13,500,000	25.9%
288	RASC 2006-KS7	75406XAM1	M8	2,000,000	2,000,000	7,700,000	26.0%
289	RALI 2006-QS13	75115DAJ4	1A9	10,000,000	10,000,000	38,339,000	26.1%
290	RALI 2004-QS12	76110HYY9	M1	750,000	2,500,000	9,546,300	26.2%
291	RALI 2005-QS9	761118AU2	A1	35,000,000	35,000,000	133,249,500	26.3%
292	RAMP 2004-RS9	76112BCQ1	MII4	4,000,000	4,000,000	15,200,000	26.3%
293	RALI 2007-QO2	75116AAA8	A1	102,221,000	102,221,000	388,219,000	26.3%
294	RAMP 2004-RZ2	7609854S7	AI4	11,530,000	11,530,000	43,700,000	26.4%
295	RALI 2007-QH9	749241AA3	A1	120,220,000	120,220,000	452,924,200	26.5%
296	RALI 2006-QS6	74922EAR0	1A16	1,500,000	12,623,750	47,495,000	26.6%
297	RASC 2004-KS9	76110WE77	AI6	2,000,000	4,000,000	15,000,000	26.7%
298	RALI 2006-QO1	761118RM2	3A1	12,256,620	82,758,000	309,242,000	26.8%
299	RFMSI 2007-S1	749581AL8	A7	22,000,000	22,000,000	82,000,000	26.8%
300	RASC 2005-EMX4	76110W6A9	M2	5,000,000	5,000,000	18,540,000	27.0%
301	RASC 2005-AHL2	76110W5K8	M3	100,000	2,605,000	9,605,000	27.1%
302	RAMP 2006-RS2	76112B2E9	M1	5,000,000	5,000,000	18,400,000	27.2%
303	RAAC 2005-SP2	76112BF62	2M1	2,000,000	2,000,000	7,356,000	27.2%
304	RASC 2006-EMX9	74924VAL3	M6	3,000,000	3,000,000	11,020,000	27.2%
305	RAMP 2004-RS5	7609854B4	AI6	11,000,000	11,000,000	40,000,000	27.5%
306	RASC 2005-EMX1	76110WQ90	M5	3,000,000	3,000,000	10,800,000	27.8%
307	RAAC 2007-SP2	74919XAH5	M2	5,000,000	5,000,000	17,961,000	27.8%
308	RASC 2006-KS5	75406VAG8	M3	4,000,000	4,000,000	14,350,000	27.9%
309	RASC 2005-KS11	76110W7G5	M4	6,161,000	6,161,000	22,080,000	27.9%
310	RFMSI 2005-S9	76111XE82	A8	4,486,000	4,486,000	15,986,000	28.1%
311	RASC 2005-AHL3	76110W6L5	A2	52,995,000	52,995,000	187,495,000	28.3%
312	RAMP 2004-RS9	76112BCF5	AI4	16,300,000	16,300,000	56,800,000	28.7%
313	RASC 2006-EMX8	74924UAL5	M6	3,500,000	3,500,000	12,045,000	29.1%
314	RAMP 2005-RS1	76112BHX1	AI5	8,100,000	8,100,000	27,843,000	29.1%
315	RASC 2004-KS6	76110WZN9	AI5	6,000,000	6,000,000	20,617,000	29.1%
316	RAMP 2005-EFC2	76112BVW7	M8	3,000,000	3,000,000	10,186,000	29.5%
317	RASC 2005-KS10	75405WAG7	M3	3,614,931	7,614,931	25,799,000	29.5%
318	RFMSI 2006-S4	762010AE6	A5	12,000,000	12,000,000	40,487,000	29.6%
319	RAMP 2004-RS11	76112BFL9	M4	1,000,000	5,500,000	18,500,000	29.7%
320	RASC 2006-EMX2	75406AAE9	M2	6,375,000	6,375,000	21,375,000	29.8%

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321	RASC 2006-EMX4	75406DAF0	M2	7,500,000	7,500,000	25,002,000	30.0%
322	RAMP 2004-RS2	760985R37	MII1	14,000,000	14,000,000	46,500,000	30.1%
323	RALI 2007-QS7	74923WAK4	2A1	72,000,000	72,000,000	238,127,000	30.2%
324	RALI 2007-QO4	74923LAB8	A1A	14,098,000	44,479,000	146,700,000	30.3%
325	RASC 2004-KS8	76110WD52	MII1	7,800,000	7,800,000	25,600,000	30.5%
326	RAMP 2005-EFC1	76112BRR3	M6	5,262,000	5,262,000	17,262,000	30.5%
327	RAMP 2005-RS7	76112BWX4	M2	3,750,000	3,750,000	12,250,000	30.6%
328	RALI 2005-QS13	761118HC5	2A3	40,050,000	40,050,000	130,000,000	30.8%
329	RASC 2006-KS5	75406VAH6	M4	4,000,000	4,000,000	12,950,000	30.9%
330	RAMP 2005-RZ3	76112BZY9	A2	100,000	36,100,000	116,001,000	31.1%
331	RAMP 2004-RS2	760985Q79	MI3	1,500,000	1,500,000	4,813,000	31.2%
332	RFMSI 2007-S6	762009AK4	1A10	13,500,000	13,500,000	43,184,000	31.3%
333	RAMP 2004-RS8	76112BAD2	AI4	15,000,000	15,000,000	47,894,000	31.3%
334	RAAC 2006-SP4	74919VAC0	A3	15,000,000	15,000,000	47,545,000	31.5%
335	RALI 2007-QS1	74922KAD7	1A4	19,978,000	19,978,000	63,255,000	31.6%
336	RASC 2004-KS6	76110WZY5	MII2	13,500,000	13,500,000	42,000,000	32.1%
337	RASC 2006-KS2	75406BAK3	M6	5,000,000	5,000,000	15,500,000	32.3%
338	RALI 2005-QS17	761118PZ5	A10	12,901,450	52,520,024	162,694,000	32.3%
339	RASC 2005-EMX3	75405MAJ3	M4	4,000,000	4,000,000	12,250,000	32.7%
340	RAAC 2007-SP3	74978FAB5	M1	8,000,000	8,000,000	24,496,000	32.7%
341	RAMP 2004-RS10	76112BEF3	MII4	7,000,000	7,000,000	21,400,000	32.7%
342	RALI 2005-QS1	76110HP45	A5	25,378,000	25,378,000	76,378,000	33.2%
343	RASC 2007-KS1	74924SAK2	M6	2,250,000	2,250,000	6,768,000	33.2%
344	RAAC 2006-RP2	74919MAB2	M1	2,660,000	2,660,000	8,000,000	33.3%
345	RAMP 2004-RZ4	76112BHM5	M6	700,000	700,000	2,100,000	33.3%
346	RASC 2005-KS11	76110W7D2	M1	940,000	16,680,000	49,680,000	33.6%
347	RAMP 2004-RS6	7609855M9	MII2	11,250,000	11,250,000	33,250,000	33.8%
348	RAMP 2006-RZ2	75156UAE7	M2	4,000,000	4,000,000	11,812,000	33.9%
349	RAMP 2004-RS5	7609854H1	MII2	10,500,000	10,500,000	30,875,000	34.0%
350	RASC 2007-KS2	74924WAF4	M1	7,006,672	14,374,990	42,000,000	34.2%
351	RASC 2006-KS3	76113ABL4	M1	3,000,000	15,000,000	43,700,000	34.3%
352	RAMP 2006-NC3	76112B4R8	M3	3,500,000	3,500,000	10,140,000	34.5%
353	RASC 2005-KS2	76110WN77	M2	10,000,000	10,000,000	28,875,000	34.6%
354	RASC 2006-KS6	75406WAF8	M2	6,508,000	6,508,000	18,508,000	35.2%
355	RAAC 2007-RP4	74919LAE8	M1	9,000,000	9,000,000	25,513,000	35.3%
356	RASC 2006-EMX6	754065AC4	A3	37,752,000	37,752,000	106,095,000	35.6%
357	RASC 2005-KS8	76110W3U8	M4	7,500,000	7,500,000	21,000,000	35.7%
358	RALI 2005-QA7	76110H7J2	M1	5,300,000	5,300,000	14,664,000	36.1%
359	RFMS2 2004-HS1	76110VQE1	All	63,000,000	63,000,000	172,125,000	36.6%
360	RASC 2007-KS4	74924NAB3	A2	10,775,000	10,775,000	29,400,000	36.6%

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361	RASC 2006-EMX3	76113ACG4	M6	5,000,000	5,000,000	13,600,000	36.8%
362	RASC 2005-KS4	76110WU61	M1	7,740,000	7,740,000	20,927,000	37.0%
363	RALI 2007-QS6	75116CAF3	A6	38,569,000	38,569,000	103,569,000	37.2%
364	RALI 2005-QS16	761118MA3	A1	50,000,000	50,000,000	132,500,000	37.7%
365	RALI 2005-QS14	761118JH2	2A1	43,918,000	43,918,000	115,613,000	38.0%
366	RALI 2005-QA12	761118NC8	NB5	9,469,000	15,959,000	41,969,000	38.0%
367	RFMSI 2006-S7	74958AAM6	AV	180,000,000	180,000,000	469,651,185	38.3%
368	RASC 2007-KS2	74924WAD9	AI4	25,000,000	25,000,000	65,200,000	38.3%
369	RASC 2006-KS3	76113ABP5	M4	5,000,000	8,000,000	20,700,000	38.6%
370	RALI 2006-QH1	75115GAA6	A1	54,315,000	74,315,000	192,035,000	38.7%
371	RAMP 2006-RZ5	749239AE9	A3	12,760,000	12,760,000	32,720,000	39.0%
372	RALI 2006-QS7	748940AE3	A5	76,050,000	76,050,000	193,750,000	39.3%
373	RASC 2006-EMX2	75406AAD1	M1	9,085,000	9,085,000	23,085,000	39.4%
374	RASC 2005-EMX2	76110W2L9	M5	2,500,000	4,175,000	10,592,000	39.4%
375	RAMP 2004-RS9	76112BCG3	AI5	15,000,000	15,000,000	37,700,000	39.8%
376	RALI 2007-QS5	74923JAH0	A8	21,950,000	40,000,000	100,132,000	39.9%
377	RALI 2005-QS17	761118PS1	A3	10,000,000	10,000,000	25,000,000	40.0%
378	RALI 2007-QS8	74922UAH6	A8	19,375,000	19,375,000	48,375,000	40.1%
379	RALI 2007-QH3	74922WAC3	A3	20,000,000	20,000,000	49,682,000	40.3%
380	RALI 2005-QS13	761118GX0	1A6	3,500,000	29,500,000	73,261,000	40.3%
381	RALI 2006-QS5	75114TAC5	A3	39,129,000	39,129,000	96,590,000	40.5%
382	RASC 2005-EMX2	76110W2N5	M7	3,800,000	3,800,000	9,308,000	40.8%
383	RAMP 2006-NC1	76112BX47	M2	6,800,000	6,800,000	16,500,000	41.2%
384	RAMP 2006-RS4	75156WAE3	M1	14,875,000	14,875,000	35,613,000	41.8%
385	RASC 2005-EMX2	76110W2P0	M8	3,500,000	3,500,000	8,345,000	41.9%
386	RAMP 2006-RZ3	75156MAF2	M3	2,000,000	6,620,000	15,620,000	42.4%
387	RASC 2004-KS12	76110WL20	M3	3,500,000	3,500,000	8,200,000	42.7%
388	RAMP 2006-RS5	75156YAC3	A3	44,776,000	44,776,000	104,776,000	42.7%
389	RASC 2004-KS2	76110WWP7	M22	4,500,000	4,500,000	38,500,000	42.9%
390	RAAC 2006-SP1	76112B3F5	M1	5,069,000	9,069,000	21,069,000	43.0%
391	RAMP 2004-RS11	76112BFJ4	M2	21,000,000	21,000,000	48,563,000	43.2%
392	RASC 2005-KS11	76110W7F7	M3	13,186,098	13,186,098	30,360,000	43.4%
393	RAMP 2004-RS10	76112BEC0	MII1	30,000,000	30,000,000	68,900,000	43.5%
394	RAMP 2006-RZ2	75156UAD9	M1	6,000,000	6,000,000	13,688,000	43.8%
395	RALI 2007-QS5	74923JAA5	A1	5,750,000	32,782,000	73,592,000	44.5%
396	RALI 2004-QS1	76110HQA0	M2	1,568,600	1,568,600	3,518,600	44.6%
397	RASC 2007-KS1	74924SAC0	A3	35,455,000	35,455,000	79,455,000	44.6%
398	RFMSI 2005-S6	76111XXJ7	A1	48,700,000	48,700,000	108,900,000	44.7%
399	RASC 2004-KS10	76110WG67	M4	4,500,000	4,500,000	10,000,000	45.0%
400	RASC 2005-KS12	753910AG3	M4	671,000	9,208,000	20,125,000	45.8%

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401	RAAC 2006-RP1	76112B2W9	M2	6,914,000	6,914,000	14,914,000	46.4%
402	RASC 2005-KS3	76110WS64	M6	3,481,000	3,481,000	7,481,000	46.5%
403	RFSC 2001-RM2	760985FR7	A1	35,249,800	35,249,800	75,249,800	46.8%
404	RAMP 2005-EFC4	76112BC73	M4	6,196,000	6,196,000	13,196,000	47.0%
405	RAMP 2004-RS3	760985V81	M3	5,000,000	5,000,000	10,500,000	47.6%
406	RALI 2007-QO3	74923TAA3	A1	1,368,000	77,329,000	162,302,000	47.6%
407	RALI 2006-QS17	74922SAD0	A4	20,000,000	21,500,000	45,000,000	47.8%
408	RASC 2004-KS1	74924PAN2	MII2	17,250,000	17,250,000	35,750,000	48.3%
409	RASC 2005-KS9	754058AJ4	M6	3,750,000	3,750,000	7,750,000	48.4%
410	RALI 2006-QS5	75114TAF8	A6	15,793,500	21,193,500	43,630,000	48.6%
411	RFMSI 2006-S4	762010AM8	AV	153,917,718	153,917,718	313,917,718	49.0%
412	RAMP 2004-RS5	7609854J7	MII3	4,000,000	4,000,000	8,125,000	49.2%
413	RALI 2006-QO5	75114HAJ6	3A3	16,094,000	16,094,000	32,687,000	49.2%
414	RFMSI 2005-S2	76111XTV5	A6	11,600,000	11,600,000	23,484,000	49.4%
415	RFMSI 2007-S6	762009BB3	2A4	25,000,000	25,000,000	50,233,000	49.8%
416	RASC 2006-EMX8	74924UAH4	M3	8,000,000	8,000,000	16,060,000	49.8%
417	RASC 2007-KS1	74924SAH9	M4	3,900,000	3,900,000	7,826,000	49.8%
418	RALI 2004-QS16	76110HJ67	1A2	7,500,000	7,500,000	15,000,000	50.0%
419	RAMP 2004-RS6	7609855N7	MII3	4,375,000	4,375,000	8,750,000	50.0%
420	RAMP 2005-RS7	76112BXA3	M5	2,500,000	2,500,000	5,000,000	50.0%
421	RAMP 2006-EFC1	76112BV80	M2	10,980,000	10,980,000	21,960,000	50.0%
422	RAMP 2006-EFC2	749238AF8	M2	6,600,000	6,600,000	13,200,000	50.0%
423	RASC 2004-KS6	76110WZV1	MI2	2,750,000	2,750,000	5,500,000	50.0%
424	RFMS2 2006-HI1	76110VUE6	M8	2,877,000	2,877,000	5,727,000	50.2%
425	RAMP 2005-RZ2	76112BWJ5	M3	3,800,000	3,800,000	7,547,000	50.4%
426	RFMSI 2006-S11	74958FAC7	A3	2,360,000	2,360,000	4,643,000	50.8%
427	RALI 2005-QS9	761118AX6	A4	93,624,750	93,624,750	183,249,500	51.1%
428	RAMP 2006-NC3	76112B4P2	M1	10,000,000	10,000,000	19,500,000	51.3%
429	RAMP 2006-RZ1	76112BZ45	M3	5,000,000	5,000,000	9,750,000	51.3%
430	RALI 2005-QS17	761118PU6	A5	3,000,000	20,057,500	38,457,500	52.2%
431	RASC 2004-KS10	76110WG59	M3	8,000,000	8,000,000	15,000,000	53.3%
432	RAMP 2006-RS5	75156YAE9	M1	5,725,000	5,725,000	10,725,000	53.4%
433	RASC 2004-KS3	76110WXF8	MII1	16,500,000	16,500,000	30,875,000	53.4%
434	RASC 2005-EMX1	76110WQ82	M4	5,800,000	5,800,000	10,800,000	53.7%
435	RAMP 2005-RZ2	76112BWG1	M1	10,000,000	10,000,000	18,615,000	53.7%
436	RFMSI 2007-S2	749583AD2	A4	35,000,000	35,000,000	65,000,000	53.8%
437	RASC 2006-EMX3	76113ACA7	A3	4,260,000	16,260,000	29,750,000	54.7%
438	RAMP 2004-RS2	760985R45	MII2	10,000,000	20,000,000	36,000,000	55.6%
439	RASC 2004-KS9	76110WE51	AI4	11,750,000	11,750,000	21,100,000	55.7%
440	RALI 2005-QA9	761118FG8	CBI1	46,241,000	46,241,000	82,941,000	55.8%

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441	RAMP 2004-RS9	76112BCH1	AI6	12,831,000	15,357,000	27,500,000	55.8%
442	RAMP 2004-RS7	7609857F2	AI6	22,500,000	22,500,000	40,000,000	56.3%
443	RASC 2006-KS4	75406EAE1	M1	15,000,000	15,000,000	26,614,000	56.4%
444	RAMP 2005-RS6	76112BTX8	M6	9,500,000	9,500,000	16,800,000	56.5%
445	RAMP 2006-NC3	76112B4Q0	M2	10,000,000	10,000,000	17,680,000	56.6%
446	RAMP 2004-RS4	7609853J8	MII2	21,000,000	21,000,000	37,100,000	56.6%
447	RALI 2006-QS2	761118UR7	1A10	60,000,000	60,000,000	105,672,000	56.8%
448	RALI 2007-QS6	75116CBW5	A45	32,105,874	32,105,874	56,475,000	56.8%
449	RALI 2005-QS15	761118KH0	2A	25,000,000	25,000,000	43,296,000	57.7%
450	RALI 2005-QS3	76110HX61	1A21	98,000,000	98,000,000	167,418,000	58.5%
451	RALI 2006-QS9	75115CAD9	1A4	9,000,000	9,000,000	15,354,000	58.6%
452	RALI 2005-QS13	761118HB7	2A2	82,000,000	82,000,000	139,000,000	59.0%
453	GMACM 2005-HE1	361856ED5	A1VN	16,970,000	16,970,000	28,762,000	59.0%
454	RALI 2007-QO4	74923LAA0	A1	3,065,000	74,176,000	125,568,000	59.1%
455	RALI 2007-QH2	74922JAC2	A3	30,000,000	30,000,000	49,454,000	60.7%
456	GMACM 2004-J1	36185MCL4	A14	31,325,066	31,325,066	51,325,066	61.0%
457	RASC 2006-KS2	75406BAH0	M4	6,000,000	11,000,000	18,000,000	61.1%
458	RASC 2006-EMX6	754065AD2	A4	24,011,000	24,011,000	39,011,000	61.5%
459	RAMP 2005-RS4	76112BPF1	M5	4,875,000	4,875,000	7,875,000	61.9%
460	RALI 2006-QO8	75115FAC4	1A2A	82,653,000	82,653,000	132,653,000	62.3%
461	RALI 2008-QR1	74925FAD5	1A4	9,300,000	9,300,000	14,920,000	62.3%
462	RALI 2007-QS1	74922KAB1	1A2	104,191,250	104,191,250	166,706,000	62.5%
463	RASC 2006-KS4	75406EAF8	M2	11,000,000	16,000,000	24,863,000	64.4%
464	RASC 2007-KS3	74924YAF0	M1S	36,181,000	37,181,000	56,069,000	66.3%
465	RFMSI 2006-S4	762010AG1	A7	20,200,000	20,200,000	30,300,000	66.7%
466	RAAC 2006-SP1	76112B3G3	M2	11,449,000	11,449,000	17,173,000	66.7%
467	RAAC 2005-RP3	76112BP87	M1	15,289,000	15,289,000	22,839,000	66.9%
468	RAMP 2004-RS8	76112BAP5	MII3	8,375,000	8,375,000	12,375,000	67.7%
469	RALI 2007-QS1	74922KAR6	2A10	60,194,000	60,194,000	88,250,000	68.2%
470	RAMP 2004-RS4	7609853H2	MII1	45,200,000	45,200,000	64,400,000	70.2%
471	RALI 2005-QS12	761118DY1	A11	3,034,741	3,034,741	4,294,741	70.7%
472	GMACM 2005-AF1	36185MAS1	M1	4,946,000	4,946,000	6,946,000	71.2%
473	RAMP 2005-EFC2	76112BVU1	M6	7,889,000	7,889,000	10,889,000	72.4%
474	RASC 2006-EMX2	75406AAG4	M4	2,500,000	8,115,000	11,115,000	73.0%
475	RALI 2007-QA2	74922PAA2	A1	110,000,000	110,000,000	150,000,000	73.3%
476	RAMP 2005-EFC6	76112BK41	M3	12,500,000	12,500,000	17,000,000	73.5%
477	RAAC 2007-SP2	74919XAG7	M1	17,049,000	17,049,000	23,049,000	74.0%
478	RAMP 2005-RS6	76112BTV2	M4	16,000,000	16,000,000	21,000,000	76.2%
479	RFMSI 2006-SA3	749575AJ5	4A1	16,000,000	16,000,000	21,000,000	76.2%
480	RALI 2006-QS6	74922EAQ2	1A15	12,819,000	12,819,000	16,769,000	76.4%

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481	RALI 2006-QA5	75115BAY5	1A3	23,489,766	23,489,766	30,720,000	76.5%
482	RAMP 2005-RS7	76112BWY2	M3	5,000,000	5,000,000	6,500,000	76.9%
483	RALI 2006-QS4	749228AH5	A8	32,000,000	32,000,000	41,010,000	78.0%
484	RALI 2007-QS1	74922KAN5	2A7	2,000,000	2,000,000	2,558,600	78.2%
485	RFMSI 2007-S2	749583AE0	A5	30,000,000	30,000,000	38,348,000	78.2%
486	RAMP 2004-RS11	76112BFK1	M3	14,500,000	14,500,000	18,500,000	78.4%
487	RAMP 2004-RS11	76112BFM7	M5	10,875,000	10,875,000	13,875,000	78.4%
488	RFMSI 2006-SA3	749575AD8	2A3	26,150,000	26,150,000	33,150,000	78.9%
489	RALI 2006-QS12	751151AX9	2A18	40,072,903	40,072,903	49,972,903	80.2%
490	RASC 2005-KS4	76110WU87	M3	6,363,000	6,363,000	7,873,000	80.8%
491	RASC 2006-KS7	75406XAE9	M1	17,175,000	17,175,000	21,175,000	81.1%
492	RALI 2006-QS13	75115DAK1	1A10	16,000,000	16,000,000	19,338,000	82.7%
493	RASC 2005-AHL3	76110W6P6	M2	13,025,786	13,025,786	15,500,000	84.0%
494	RALI 2004-QS10	76110HWF2	A4	17,000,000	58,278,444	69,278,444	84.1%
495	RALI 2007-QS8	74922UAE3	A5	30,000,000	30,000,000	35,643,000	84.2%
496	RALI 2007-QS3	75116BAA6	A1	254,000,000	254,000,000	300,000,000	84.7%
497	RFMSI 2006-S3	76111XN74	A1	66,950,000	66,950,000	76,950,000	87.0%
498	RALI 2007-QS2	74923CAA0	A1	17,775,000	17,775,000	20,000,000	88.9%
499	RALI 2006-QS7	748940AC7	A3	67,018,000	67,018,000	75,009,000	89.3%
500	RASC 2005-EMX2	76110W2M7	M6	8,950,000	8,950,000	9,950,000	89.9%
501	RALI 2005-QS17	761118QA9	A11	18,000,000	18,000,000	20,000,000	90.0%
502	RALI 2006-QS17	74922SAE8	A5	127,061,000	177,061,000	187,061,000	94.7%
503	RALI 2006-QS16	74922LAL7	A11	15,040,000	15,040,000	15,540,000	96.8%
504	RAMP 2005-RS8	76112BZJ2	M1	20,000,000	20,000,000	20,283,000	98.6%
505	RALI 2007-QS2	74923CAB8	A2	8,770,000	8,770,000	8,800,000	99.7%
506	RALI 2006-QS2	761118VF2	2AP	1,618,278	1,618,278	1,623,637	99.7%
507	RALI 2006-QS2	761118VD7	1AP	3,239,836	3,239,836	3,240,432	100.0%
508	RFMSI 2005-S5	76111XWW9	AP	472,373	472,373	472,374	100.0%
509	RALI 2005-QS6	76110H5P0	AP	902,809	902,809	902,809	100.0%
510	RALI 2005-QS10	761118DB1	AP	1,864,997	1,864,997	1,864,997	100.0%
511	RASC 2005-EMX2	76110W2S4	SB	21,510,156	21,510,156	21,510,156	100.0%
512	RALI 2005-QS10	761118DC9	AV	265,747,521	265,747,521	265,747,522	100.0%
513	RFMSI 2005-S5	76111XWX7	AV	258,235,737	258,235,737	258,235,737	100.0%
514	GMACM 2004-J2	36185N2C3	A6	14,062,500	14,062,500	14,062,500	100.0%
515	GMACM 2005-AR3	36185N7J3	4A4	4,000,000	4,000,000	4,000,000	100.0%
516	RAAC 2004-SP3	76112BET3	MII1	3,485,000	3,485,000	3,485,000	100.0%
517	RAAC 2005-SP3	76112BS50	M1	12,590,000	12,590,000	12,590,000	100.0%
518	RALI 2004-QA1	76110HRN1	M1	4,226,000	4,226,000	4,226,000	100.0%
519	RALI 2004-QA3	76110HXU8	M1	6,401,000	6,401,000	6,401,000	100.0%
520	RALI 2004-QA6	76110HJ26	M1	14,408,900	14,408,900	14,408,900	100.0%



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521	RALI 2004-QR1	76110HB99	A5	20,054,123	20,054,123	20,054,123	100.0%
522	RALI 2004-QS14	76110HA41	AV	212,904,630	212,904,630	212,904,630	100.0%
523	RALI 2004-QS15	76110HE47	A1	122,235,023	122,235,023	122,235,023	100.0%
524	RALI 2004-QS15	76110HF46	AV	213,702,042	213,702,042	213,702,042	100.0%
525	RALI 2004-QS2	76110HQP7	AV	292,339,189	292,339,189	292,339,189	100.0%
526	RALI 2004-QS3	76110HRC5	AV	207,818,903	207,818,903	207,818,903	100.0%
527	RALI 2004-QS4	76110HSD2	AV	320,597,528	320,597,528	320,597,528	100.0%
528	RALI 2004-QS5	76110HSY6	A8	21,109,053	21,109,053	21,109,053	100.0%
529	RALI 2004-QS5	76110HTA7	AV	293,661,892	293,661,892	293,661,892	100.0%
530	RALI 2004-QS8	76110HUY3	AV	271,022,934	271,022,934	271,022,934	100.0%
531	RALI 2005-QS14	761118JM1	1AP	1,302,649	1,302,649	1,302,649	100.0%
532	RALI 2005-QS14	761118JP4	2AP	7,998,674	7,998,674	7,998,674	100.0%
533	RALI 2005-QS16	761118MF2	A6	14,504,565	14,504,565	14,504,565	100.0%
534	RALI 2005-QS16	761118MJ4	A9	94,233,000	94,233,000	94,233,000	100.0%
535	RALI 2005-QS17	761118PR3	A2	25,000,000	25,000,000	25,000,000	100.0%
536	RALI 2005-QS17	761118PT9	A4	25,000,000	25,000,000	25,000,000	100.0%
537	RALI 2005-QS17	761118PV4	A6	21,443,500	21,443,500	21,443,500	100.0%
538	RALI 2005-QS2	76110HR35	AV	212,988,702	212,988,702	212,988,702	100.0%
539	RALI 2005-QS3	76110HY60	1AV	371,599,754	371,599,754	371,599,754	100.0%
540	RALI 2005-QS4	76110H3V9	AV	211,687,240	211,687,240	211,687,240	100.0%
541	RALI 2005-QS5	76110H2Z1	A3	83,591,000	83,591,000	83,591,000	100.0%
542	RALI 2005-QS6	76110H5K1	A5	12,787,000	12,787,000	12,787,000	100.0%
543	RALI 2005-QS6	76110H5Q8	AV	265,144,243	265,144,243	265,144,243	100.0%
544	RALI 2005-QS8	76110H6S3	AV	104,071,255	104,071,255	104,071,255	100.0%
545	RALI 2006-QS1	761118SE9	A6	11,343,992	11,343,992	11,343,992	100.0%
546	RALI 2006-QS1	761118SJ8	AP	2,784,565	2,784,565	2,784,565	100.0%
547	RALI 2006-QS10	751155AG7	A7	24,638,000	24,638,000	24,638,000	100.0%
548	RALI 2006-QS14	74922GAT1	A18	30,113,677	30,113,677	30,113,677	100.0%
549	RALI 2006-QS16	74922LAD5	A4	43,131,000	43,131,000	43,131,000	100.0%
550	RALI 2006-QS16	74922LAH6	A8	6,092,000	6,092,000	6,092,000	100.0%
551	RALI 2006-QS17	74922SAH1	A8	28,792,000	28,792,000	28,792,000	100.0%
552	RALI 2006-QS18	74922RAX8	3AV	104,211,499	104,211,499	104,211,499	100.0%
553	RALI 2006-QS2	761118UK2	1A4	14,457,800	14,457,800	14,457,800	100.0%
554	RALI 2006-QS2	761118VG0	2AV	131,448,942	131,448,942	131,448,942	100.0%
555	RALI 2006-QS3	761118XP8	1A11	49,722,000	49,722,000	49,722,000	100.0%
556	RALI 2006-QS6	74922EAL3	1A11	53,101,000	53,101,000	53,101,000	100.0%
557	RALI 2006-QS6	74922EAX7	2AV	106,652,100	106,652,100	106,652,100	100.0%
558	RALI 2006-QS8	75115AAE1	A5	348,750,000	348,750,000	348,750,000	100.0%
559	RALI 2006-QS9	75115CAF4	1A6	25,000,000	25,000,000	25,000,000	100.0%
560	RALI 2007-QA1	74923GAB9	A2	13,670,000	13,670,000	13,670,000	100.0%

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561	RALI 2007-QH4	74922TAC0	A3	56,537,000	56,537,000	56,537,000	100.0%
562	RALI 2007-QO3	74923TAD7	M1	7,198,000	7,198,000	7,198,000	100.0%
563	RALI 2007-QS3	75116BAD0	A4	19,620,000	19,620,000	19,620,000	100.0%
564	RALI 2007-QS6	75116CAN6	A13	6,267,536	6,267,536	6,267,536	100.0%
565	RALI 2007-QS6	75116CDE3	A77	3,026,250	3,026,250	3,026,250	100.0%
566	RAMP 2004-RS9	76112BCP3	MII3	10,000,000	15,200,000	15,200,000	100.0%
567	RAMP 2004-RZ4	76112BHQ6	B	2,800,000	2,800,000	2,800,000	100.0%
568	RAMP 2005-RS7	76112BXB1	M6	4,750,000	4,750,000	4,750,000	100.0%
569	RAMP 2005-RZ1	76112BMA5	M3	4,100,000	4,100,000	4,100,000	100.0%
570	RAMP 2005-RZ1	76112BMB3	M4	4,100,000	4,100,000	4,100,000	100.0%
571	RAMP 2005-RZ2	76112BWL0	M5	8,050,000	8,050,000	8,050,000	100.0%
572	RAMP 2006-EFC2	749238AE1	M1	15,000,000	15,000,000	15,000,000	100.0%
573	RAMP 2006-RZ1	76112BZ52	M4	9,000,000	9,000,000	9,000,000	100.0%
574	RAMP 2006-RZ5	749239AH2	M3	10,960,000	10,960,000	10,960,000	100.0%
575	RASC 2004-KS12	76110WL79	SB	8,250,228	8,250,228	8,250,228	100.0%
576	RASC 2005-EMX1	76110WR24	M6	10,800,000	10,800,000	10,800,000	100.0%
577	RASC 2005-EMX1	76110WR40	SB	7,210,111	7,210,111	7,210,111	100.0%
578	RASC 2006-EMX1	75405KAC2	A3	17,073,000	17,073,000	17,073,000	100.0%
579	RFMSI 2004-S2	76111XFY4	IA6	17,500,000	17,500,000	17,500,000	100.0%
580	RFMSI 2004-S3	76111XGT4	M2	456,600	456,600	456,600	100.0%
581	RFMSI 2004-S5	76111XKC6	1AV	322,312,635	322,312,635	322,312,635	100.0%
582	RFMSI 2004-S6	76111XLY7	2A4	1,111,000	1,111,000	1,111,000	100.0%
583	RFMSI 2004-S6	76111XMX8	1AV	175,743,890	175,743,890	175,743,890	100.0%
584	RFMSI 2004-S6	76111XMZ3	2AV	196,429,039	196,429,039	196,429,039	100.0%
585	RFMSI 2004-S9	76111XQE6	1A2	35,700,000	35,700,000	35,700,000	100.0%
586	RFMSI 2004-S9	76111XRJ4	1AV	518,853,762	518,853,762	518,853,762	100.0%
587	RFMSI 2005-S1	76111XSH7	1AV	259,777,920	259,777,920	259,777,920	100.0%
588	RFMSI 2005-S6	76111XXT5	AV	412,859,719	412,859,719	412,859,719	100.0%
589	RFMSI 2005-S8	76111XC84	AP	1,370,905	1,370,905	1,370,905	100.0%
590	RFMSI 2005-S9	76111XE66	A6	32,000,000	32,000,000	32,000,000	100.0%
591	RFMSI 2006-S12	74958EAT3	3A10	11,625,000	11,625,000	11,625,000	100.0%
592	RFMSI 2006-S12	74958EAZ9	3AV	364,207,747	364,207,747	364,207,747	100.0%
593	RFMSI 2006-S8	74957XAC9	A3	25,000,000	25,000,000	25,000,000	100.0%
594	RFMSI 2006-S8	74957XAG0	A7	6,250,000	6,250,000	6,250,000	100.0%
595	RFMSI 2007-S2	749583AA8	A1	35,058,000	35,058,000	35,058,000	100.0%
596	RFMSI 2007-S3	74958BAK8	1A4	20,000,000	20,000,000	20,000,000	100.0%
597	RFMSI 2007-S5	749580AA4	A1	230,000,000	250,000,000	250,000,000	100.0%
598	RFMSI 2007-SA1	74958WAG1	4A	38,604,000	38,604,000	38,604,000	100.0%
599	RFMSI 2005-S4	76111XUW1	AV	259,355,464	259,355,464	259,355,464	100.0%
600	RFMSI 2004-S8	76111XPB3	AV	311,005,474	311,005,474	311,005,474	100.0%

	Deal Name	CUSIP	Class	Bond Original Face	Group Class Sum	Original Class Face	Percentage Interest
601	RFMSI 2006-S8	74957XAD7	A4	2,866,667	2,866,667	2,866,667	100.0%
602	RALI 2006-QS4	749228AN2	AP	1,376,144	1,376,144	1,376,144	100.0%
603	RALI 2005-QA4	76110H4N6	A5	23,362,000	23,362,000	23,262,000	100.0%